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May 14, 1998

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RECORDATION NO. 21407 FILED

MAY 14 '98 4-29 PM

RECORDATION NO. 21407-A FILED

MAY 14 '98 4-29 PM

Ms. Janice Fort  
Recordation Section, Room 704  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

Dear Ms. Fort:

Enclosed for Recordation pursuant to 49 C.F.R. § 1177, herewith please find an original and one true copy of each of (a) an Unlimited First Priority Mortgage Agreement under the General Means of Communication (the "Industrial Mortgage"), dated as of June 23, 1997, by and between TFM, S.A. de C.V., as Mortgagor, and The Chase Manhattan Bank, as Collateral Agent and (b) a Sale Purchase Agreement (the "Purchase Agreement"), dated as of January 31, 1997, by and between Grupo Transportación Ferroviaria Mexicana, S.A. de C.V., as Buyer, and the United Mexican States, as Seller. The original documents each are accompanied by a translation. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings provided such terms in the Industrial Mortgage.

The Industrial Mortgage and the Purchase Agreement constitute a primary document and a secondary document, respectively, under 49 C.F.R. § 1177.1.

Any notice requests or communications regarding the enclosed documents or the recordation thereof should be sent to the parties to the documents:

(a) If to the Mortgagor:

TFM, S.A. de C.V.  
Genova 2-203, Cd. Juarez  
06600 Delegación Cuauhtémoc  
México, D.F.

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

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Ms. Janice Fort  
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(b) If to the Secured Creditors:

The Chase Manhattan Bank, in its capacity as  
Collateral Agent  
270 Park Avenue  
New York, NY 10017-2070

Pursuant to the Industrial Mortgage, the Mortgagor provides a security interest in all equipment, vehicles and all railcars, locomotives and all other rolling stock.

The Mortgaged Assets described in the immediately preceding paragraph are described in the list attached to the Purchase Agreement, which sets forth as of the effective date of the Purchase Agreement all relevant information regarding such Mortgaged Assets, including, without limitation, type of equipment whether locomotives, cars or rolling stock, A.A.R. mechanical designations and identifying marks. To the extent the Mortgagor acquires any Mortgaged Assets after the effective date of the Purchase Agreement and a detailed description of such newly acquired Mortgaged Assets is required to perfect a security interest in such newly acquired Mortgaged Assets, the Mortgagor shall submit to your office for recordation a new schedule listing all relevant information regarding such newly acquired Mortgaged Assets. Attached please find the most recent TFM car list.

In addition to the enclosed documents, pursuant to, and in accordance with, 49 C.F.R. § 11773(c), enclosed is a \$52.00 check as payment for the recordation fee prescribed in 49 C.F.R. § 10022(f)(84). Please return the original of each of the enclosed documents and any extra copies not needed by the Commission for recordation in the enclosed envelope addressed to the undersigned.

The short summary to appear in the index follows:

The mortgage provides a security interest in all equipment, vehicles and all railcars, locomotives and all other rolling stock.

Please call if there are any questions.

Sincerely,



Anne D. Smith

ADS:stp

Enclosures

**SALE-PURCHASE AGREEMENT FOR SHARES MAKING UP THE CAPITAL STOCK  
OF FERROCARRIL DEL NORESTE S.A. DE C.V.**

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**SALE-PURCHASE AGREEMENT FOR THE SHARES OF FERROCARRIL DEL  
NORESTE**

**ANNEXES**

1. Copy of the free from liens certificate of the shares of the RAILROAD COMPANY.
2. Call to Bid.
3. Conditions.
4. Audited Financial Statements as of December 31, 1996 of the RAILROAD COMPANY.
5. Copy of the sale-purchase agreement of property and equipment.
6. Donation Agreement.
7. Powers of the representatives of the Federal Government and FERRONALES.
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9. Writing containing the powers of the representatives of the Buyer.
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11. List of Offices.

Sale-Purchase Agreement for shares making up the capital stock of Ferrocarril del Noreste S.A. de C.V. (hereinafter referred to as the RAILROAD COMPANY) executed by the Treasury of the Federation (hereinafter referred TESOFE) on behalf of the Federal Government of the United States of Mexico represented by Pablo Escalante Tattersfield, Esq., Assistant Treasurer of Operations, on behalf of the Treasurer of the Federation, pursuant to Article 105 of the Interior Regulations of the Ministry of Finance and Public Credit, and Ferrocarriles Nacionales de Mexico (hereinafter referred to as FERRONALES), represented by Luis Antonio de Pablo Serna Esq. as the party of the first part (hereinafter the Federal Government and FERRONALES shall be referred to jointly as the SELLERS), and as the party of the second part Transportación Ferroviaria Mexicana, S. de R.L. de C.V. represented by attorneys Mario Mohar Ponce and Heladio Mejia Pericas (hereinafter referred to as the BUYER) with the appearance of the Ministry of Communications & Transportation (hereinafter referred to as the MINISTRY), represented by Dr. Aaron Dychter Poltolarek, Eng. Jose Serrano Segovia , Chairman of the Board of Directors of Transportación Maritima Mexicana, S.A. de C.V. and Mr. Landon H. Rowland, Chairman of the Board of Directors of Kansas City Southern Industries, Inc., and, as Privileged Witness, Architect Emilio Carrera Cortes, Public Property Commissioner of the Ministry of the Comptroller and Administrative Development, in accordance with the following whereas section, statements and clauses:

W H E R E A S

1. By means of public document No. 50,413 dated November 22, 1996 drawn up before Miguel Alessio Robles Esq., public notary No. 19 of the Federal District, and recorded on

commercial folio No. 39, Volume 429, Book No. 3, Second Auxiliary, Corporate Documents, Commerce Section, of the Public Registry of Property and Commerce of the First District, Monterrey, Nuevo León, dated January 10, 1997, the RAILROAD COMPANY was founded.

Attached as Annex 1 is a copy of the free from liens certificate of the RAILROAD COMPANY, dated January 29, 1997 issued by the Public Registry of Property and Commerce of the First District of Monterrey, Nuevo León.

2. The RAILROAD COMPANY's minimum capital stock paid on the date of this contract is \$50,000.00 (fifty thousand pesos 00/100 national currency) represented by 5000 shares of which 1300 correspond to class I, series "A", sub-series "A-1", 740 shares to class II, series "A", sub-series "A-1", 710 shares to class II, series "B", sub-series "B-1", 510 shares to class III, series "A", sub-series "A-1", and 490 shares to class III, Series "B", sub-series "B-1".

The RAILROAD COMPANY's paid variable capital stock on the date of this contract is represented by 359,973,859 class I, series "A", sub-series "A-2" shares and 345,857,228 class I, series "B", sub-series "B-2" shares, 204,691,012 class II, series "A", sub-series "A-2" shares, 198,663,914 class II, series "B", sub-series "B-2", 141,166,215 class III, series "A", sub-series "A-2" shares and 135,630,286 class III, series "B", Sub-series "B-2" shares.

3. The corporate purpose of the RAILROAD COMPANY consists of the operation and use of a general railroad communications line which corresponds to the Northeast trunk railway, and the provision of the public rail transport services in the manner, and under the terms and conditions stipulated in the respective concession title (hereinafter referred to as the CONCESSION TITLE), as well as the provision of auxiliary services which are specified in the same.

4. The Inter-Ministry Disincorporation Commission (hereinafter referred to as the CID), in its meetings dated March 6 and July 24, 1996, resolved to approve the transfer of the shares representing 80% of the capital stock of the RAILROAD COMPANY, by means of public bidding, as well as, as the case may be, the placing of the remaining 20% in the securities market or its transfer to the BUYER under the terms of this contract.

The Federal Executive, via the Department of Treasury and Public Credit and in accordance with the provisions of the Federal Law of Parastatal Entities, authorized the transfer of the shares making up the RAILROAD COMPANY, by means of letter No. 101.361 of August 7, 1996.

5. FERRONALES resolved to proceed with the sale, via public bidding of the stocks representing its total participation in the capital stock of the RAILROAD COMPANY, to which end it agreed that the same should be bid in the same public bid in which the Federal Government would offer the shares it holds.

6. On August 9 and November 21, 1996, the call for bids and conditions and its amendments were published in the Official Gazette of the Federation (hereinafter referred to as the CALL FOR BIDS AND CONDITIONS), for the holding of a public bid for the shares representing 80% of the capital stock of the RAILROAD COMPANY (hereinafter referred to as the FIRST BLOCK).

The remaining 20% of the shares (hereinafter referred to as the SECOND BLOCK) shall be held by the Federal Government, so that it may, as the case may be, sell them within the twenty-four months following the sale of the present contract, by means of a public offer through the securities market, with the prior registration in the National Registry of Securities and

Exchange and the authorization of the National Banking and Securities Commission, or to sell them to the BUYER in accordance with the provisions of this agreement. The percentage of the capital stock which, in accordance with the terms of the present clause, represent the shares referred to as the SECOND BLOCK, may vary during the term of this contract, said variations being limited, as the case may be, to that which is specifically provided for in the same. Should this be the case, the term SECOND BLOCK shall continue to be deemed valid, but only with regard to the stocks representing the percentage of actual share held by the Federal Government in the RAILROAD COMPANY.

7. As a result of the bidding mentioned in the previous clause, the CID, on December 5, 1996, based on the bids submitted and the criteria established in the CALL FOR BIDS AND CONDITIONS, designated Transportación Ferroviaria Mexicana, S. de R. L. de C.V., as the winner of the bid, and notified it of such result on December 12, 1996.

8. The CALL FOR BIDS AND CONDITIONS as well as the proposal submitted by the BUYER, forms an integral part of the present contract as Annexes 2 and 3, respectively.

In order to make the decision, the documents and information submitted by the BUYER in their offer were considered, having considered other documents and communications for the issuing of its authorization, all of which helped to form the opinion of the parties in the execution of this contract.

## DECLARATIONS

I. The SELLERS declare that:

(a) They are the sole and legitimate owners of all of the shares representing the capital stock of the RAILROAD COMPANY.

All of the shares are totally undersigned and paid for and are free of any liens and limitations of ownership whatsoever, with the understanding that all of the shares held by the Federal Government are deposited in the TESOFE in compliance with that stipulated in Article 76 of the Federal Treasury Service Act .

There are no purchase options in circulation, rights of appreciation of shares, optional instruments, convertible securities or other shares which may be converted to, or that have their value based on the common shares of the RAILROAD COMPANY, and there are no contracts pertaining to the issuance, sale or transfer of any capital market instrument or any other type of security of the RAILROAD COMPANY in existence.

(b) There exist no legal limitations whatsoever, nor does there exist any known cause which could generate same and which would restrict or impede the assumption and compliance with each and every obligation under its charge in accordance with the present contract, and that the procedures established by law for the sale of the shares of the FIRST BLOCK have been complied with.

(c) The financial statements on December 31, 1996. having been duly audited (hereinafter referred to as the FINANCIAL STATEMENTS), which are added to this contract as Annex 4, reasonably represent the financial situation of the RAILROAD COMPANY on said

date, in compliance with the generally accepted accounting principles in Mexico, which have been applied in a consistent manner and that from the date of said FINANCIAL STATEMENTS and the signing of the present contract, no subsequent event has occurred, nor does there exist a reason or motive which could bring about an event which would or could substantially affect the financial situation of the RAILROAD COMPANY in an adverse manner.

With the exception of that which is established in the FINANCIAL STATEMENTS, the RAILROAD COMPANY has, to its knowledge, no responsibilities or obligations of any kind (be they known or unknown and absolute, contingent, accumulated or of another kind) except for the responsibilities and obligations reflected or reserved in the exceptions of the FINANCIAL STATEMENTS.

- (i) The accounting books, minute books, books of stock holder entries and any other records of the RAILROAD COMPANY, which have been placed at the disposal of the BUYER are correct and are found to be complete and have been kept in compliance with normal business practices. The minute books of the RAILROAD COMPANY contain the precise and complete records of all of the meetings held and the resolutions adopted by the shareholders, the Board of Directors and the committees of the RAILROAD COMPANY's Board of Directors, and no meetings of any of said shareholders, Board of Directors or committees have been held without the corresponding minutes having been prepared and recorded in said books of minutes.

(ii) The assets of the RAILROAD COMPANY include all of the properties, assets and rights needed for the provision of the public railroad freight transportation service as it is currently being provided .

(iii) The RAILROAD COMPANY has not previously had, and up to the time of the signing of the present contract does not have, any employees.

(d) It acknowledges that, on December 2, 1996, the RAILROAD COMPANY executed a sales-purchase agreement with the Federal Government reserving control of the property and equipment indicated in the same, a copy of which is attached as Annex 5 of the present agreement (hereinafter referred to as the CONTRACT FOR THE SALE OF GOODS AND EQUIPMENT).

(e) The property and equipment which are the subject of the agreement referred to in the above clause were acquired by means of a donation agreement dated November 22, 1996, a copy of which is attached as Annex 6 of the present contract. Said donation was authorized by the Board of Directors of the National Railway of Mexico during its meeting of July 25, 1996 and by the Ministry of the Comptroller and Administrative Development by means of document No. UNAOPSPF/309/BM/1309/96, of November 14, 1996.

(f) FERRONALES is a decentralized branch of the Federal Government created by the Organic Law of the National Railroad of Mexico on December 11, 1948, and published in the Official Gazette of the Federation on the 30th of the same month and year, and whose legal existence is recognized and continued by the new organic law dated December 5, 1984 and published in the Official Gazette of the Federation on January 14, 1985.

(g) The representatives of both the Federal Government and FERRONALES are sufficiently empowered to be obligated to comply with the terms of the present contract without the need for said authority to be modified or revoked in any way, as is stipulated in the documents added as Annex 7 to this contract.

(h) Neither the execution of this contract nor the performance of the same, shall directly or indirectly, (with or without the need for any notice of the same or the elapsing of any given period of time):

(i) Contradict, enter into conflict with, or violate any of the provisions contained in any corporate document of the RAILROAD COMPANY of an organizational nature or any resolution of the Board of Directors or of the shareholders of the same;

(ii) Contradict, enter into conflict with or violate, or grant rights to any individual to refute this contract or the operations contemplated in the same, and

(iii) Contradict, enter into conflict with or result in the violation or non-compliance with any provision of, or grant to any person the right to declare non-compliance under or exercise its right to file claims under, or declare as canceled prior to its date of termination, or the execution of, or to cancel, terminate or amend, any contract of material import for the RAILROAD COMPANY.

(i) There exist no civil, criminal or administrative suits, petitions, claims, hearings, procedures or pending investigations, to their knowledge, against the RAILROAD COMPANY or its assets with regard to the operations contemplated under the present document.

II. The BUYER declares that:

(a) It is a duly constituted company in accordance with the laws of the Mexican Republic by means of deed No. 32,732 dated July 12, 1996 issued and witnessed by Miguel Limón Díaz, Esq., notary public No. 97 of Mexico, Federal District and registered in the Public Record of Property and Commerce of Mexico , Federal District, in commercial folio No. 212314 on August 6, 1996. A copy of said writing is attached to the present contract as Annex 8.

(b) Its representatives are empowered with the authority to celebrate the present contract as is evidenced by writing No. 32,801 dated August 29, 1996 issued and witnessed by Miguel Limón Díaz, Esq. notary public No. 97 of Mexico, Federal District, without the registration information having been modified or revoked in any way and which is attached to the present contract as Annex 9.

(c) It is fully aware that the RAILROAD COMPANY is a newly formed company, is registered in the Federal Registry of Taxpayers, possesses the CONCESSION TITLE and that it shall fall to said company to complete all the necessary procedures for obtaining the remaining licenses and permits required for the fulfillment of the activities foreseen by its corporate objective and those which are the subject of the CONCESSION TITLE.

(d) It is fully aware of the scope and the terms of the documents regarding the RAILROAD COMPANY, in compliance with the statement included in its technical proposal and in particular the CONCESSION TITLE and the consideration provided for in the same; the corporate bylaws, the FINANCIAL STATEMENTS and the SALE-PURCHASE OF PROPERTY AND EQUIPMENT CONTRACT. The CONCESSION TITLE is attached as Annex 10.

(e) It reviewed all of the information pertaining to the bid which was the subject of the CALL FOR BIDS AND CONDITIONS, which was made available in the information room as well as the information which was provided in the form of prospectuses, answers to questions posed by the participants of said call for bids and which are provided in the so called "white book," interviews with the fiscal agent and with several officers of the MINISTRY and of FERRONALES and it visited the installations and the railroad which is the subject of the CONCESSION TITLE.

(f) It acts on behalf of itself alone as it declared in the bid it submitted during the bid, of which it was declared the winner, and it does not act on behalf of or in place of, or in any other way represents a third party if it has not so declared in its proposal.

Having so declared the parties agree to the following:

#### C L A U S E S

**FIRST.** CONSENT AND OBJECTIVE. The Federal Government by means of TESOFE and FERRONALES sell to the BUYER, and the BUYER receives and acquires, the number of shares which in each case is specified in this clause and that together represents 80% of the FIRST BLOCK of the capital stock of the RAILROAD COMPANY. The shares of the FIRST BLOCK are entirely undersigned and paid for, free of all liens and control limitations with the understanding that the shares of the FIRST BLOCK of the Federal Government are held on deposit with the TESOFE as per Article 76 of the Law of the Treasury Department of the Federation.

The shares of the FIRST BLOCK are acquired by the BUYER in the following manner:

<u>SELLER</u>	<u>BUYER</u>	<u>NUMBER OF SHARES</u>	<u>TYPE &amp; SUB-SERIES</u>
Federal Government of the United States of Mexico	Transportación Ferroviaria Mexicana, S. de R.L. de C.V.	1,107,190,003	Classes I and II, Series "A and B", Sub-series "A-1, B-1, A-2 and B-2"
FERRONALES	Transportación Ferroviaria Mexicana, S. de R.L. de C.V.	1	Class I, Series "A", Sub-series "A-1"
	<b>TOTAL</b>	<b>1,107,190,004</b>	

Attached as Annex A of this agreement is a copy of the provisional certificates representing the shares which are the object of this sale-purchase.

The paid variable capital stock of the RAILROAD COMPANY as of the date of this agreement is represented by 359,973,850 class I, series "A" sub-series "A-2" shares, 345,857,228 class I, series "B", sub-series "B-2" shares, 141,166,215 class III, series "A", sub-series "A-2" shares and 135,630,286 class III, series "B", sub-series "B-2" shares.

**SECOND.** PRICE. The price of the sale-purchase referred to in the preceding clause is the total amount of \$11,071,900,000.00 (ELEVEN BILLION, SEVENTY-ONE MILLION, NINE HUNDRED THOUSAND PESOS 00/100 NATIONAL CURRENCY), that is to say, \$10.00 (TEN PESOS 00/100 NATIONAL CURRENCY) per share.

**THIRD.** PAYMENT. The BUYER undertakes to pay the price stipulated in the second clause as follows:

A. The amount of \$4,428,760,000.00 (FOUR BILLION FOUR HUNDRED TWENTY-EIGHT MILLION SEVEN HUNDRED SIXTY THOUSAND PESOS 00/100 NATIONAL CURRENCY) at the time this agreement is executed to TESOFE and which represents 40% of the total price of the sale.

The SELLERS, by virtue of the signing of this contract, hereby award the BUYER the most comprehensive receipt possible under the law, with regard to the payment received for price referred to in this clause.

B. The remaining 60%, that is to say \$6,643,140,000.00 (SIX BILLION SIX HUNDRED FORTY THREE MILLION ONE HUNDRED AND FORTY THOUSAND PESOS 00/100 NATIONAL CURRENCY), shall be paid on July 16, 1997, or on the execution date of the document corresponding to the conclusion of the delivery-receipt procedure referred to in the nineteenth clause (hereinafter referred to as the FINAL ACT OF DELIVERY AND RECEIPT), whichever should occur first.

The payment referred to in item B above, must be paid together with the amount corresponding to interest according to clause four which have accumulated during the corresponding period.

Any payment made by the BUYER shall be applied firstly to any existing expenses, secondly towards the payment of ordinary and moratory interests and finally towards the payment of principal.

**FOURTH. INTEREST.** The unpaid amount of the price shall incur ordinary interest at rates equivalent to the average of the interbank equilibrium balance rate (TII); or that which

replaces it, which during this term has been published weekly by the Bank of Mexico in the Official Gazette of the Federation, from the time of the signing of this contract and up until the total payment. The interest shall be paid on a daily basis and for all days which have elapsed.

**FIFTH.**      NON PAYMENT. The parties agree that if sum of the price is not paid, either in the amount or by the date indicated in clause three, it shall be considered cause for rescission with the responsibility being that of the BUYER in accordance with the provisions of Number 8.3 in fine of the CALL FOR BIDS AND CONDITIONS, in which case the conventional penalty provided for in said Number shall apply, subject to the provisions of clause twelve of this agreement.

In the event that the BUYER should fail to pay the exact amount of the unpaid price on a timely basis, it shall pay a moratory interest on the unpaid amount at the ordinary interest rate multiplied by a factor of 1.5 during the duration of the term of the delay, deferment, or wait.

**SIXTH.**      ADVANCED PAYMENT. The BUYER may pay the entire outstanding amount of the price, or a part thereof, in advance, providing prior notice of said intent to the MINISTRY of at least five working days prior to the date of payment and on the condition that all of the interest accumulated to date is also paid.

In no event shall the advanced payment have the effect of reducing the price of the shares, nor shall any penalty be incurred for payment in advance.

**SEVENTH.**    METHOD AND PLACE OF PAYMENT. The price and the corresponding interest must be paid by means of a certified or cashier's check, made out to the Federal Treasury in the office of the Fiscal Agent, located at Prolongación Paseo de la Reforma

No. 500, 2o Piso, módulo 204, Colonia Lomas de Santa Fe, C.P. 01219, México, D.F., during working days and hours from 9:00 a.m. to 12:00 p.m., or by means of a wire transfer of funds to the account indicated for such purpose by the Treasurer of the Federation. As regards the first payment the BUYER may request the SELLERS to apply the amount of the reliability guarantee of its proposal specified in numeral 2.2.3. of the CALL FOR BIDS AND CONDITIONS.

**EIGHTH.** DELIVERY OF TITLES AND PLEDGES ON SHARES. The SELLERS directly or through the TESOFE, shall provide the BUYER the titles representing the shares of the FIRST BLOCK, duly endorsed for transfer, for the amount covered by the price.

The shares of the FIRST BLOCK which are not delivered to the BUYER in accordance with the terms indicated in the CALL FOR BIDS AND CONDITIONS and in the present clause shall be endorsed in favor of the BUYER and shall be deposited in Banca Serfin, S.A., Institución de Banca Múltiple, Grupo Financiero Serfin (hereinafter referred to as the Depository) who shall keep them in custody and shall only hand them to the BUYER, as the latter pays the price for the same. To this end, the MINISTRY shall notify the Depository no later than 3 days following the payment, in order that it may proceed with the delivery of the corresponding titles. In the event that a shareholder's meeting is held, the Depository shall issue the corresponding proof of deposit, so that the BUYER may exercise its rights under the terms of the following paragraph.

The parties agree that once the physical transfer of shares has taken place, the right to vote of the same shall be held by the BUYER.

The parties hereby agree that, as regards the payment of the price of the sale-purchase which is the subject of this contract, the shares whose instruments are being issued to the BUYER under the terms of this clause may not be sold and may only be pledged to third parties with the

prior approval of the MINISTRY, with the understanding that said permission shall only be granted when the credit guaranteed has as its principal use the payment of the unpaid balance of the price of this sale.

The accounting and corporate books of the RAILROAD COMPANY shall be handed over to the BUYER in compliance with this act, who shall receive the same to its complete satisfaction, the present document serving as a receipt with regard to the aforementioned books.

**NINTH.**     GRACE PERIOD. The parties agree that in the event of the non-compliance of the BUYER it shall be granted a grace period of 5 working days as of the date on which it should have fulfilled its obligation, in order for it to fulfill such obligations in the manner and under the terms hereto agreed, except in the event there is a failure to comply with the provisions of clauses three, four, five, and eleven of this document, in which case the SELLERS may immediately terminate this agreement.

**TENTH.**     RECORD. The parties agree to inform the RAILROAD COMPANY so that in the book of shareholders registration those shares which have not been paid to the SELLERS by the BUYER shall be specifically indicated, and the resulting non-compliance with the respective payment obligation may result in the termination of the sale-purchase agreement.

**ELEVENTH. EVENTS CAUSING ADVANCED TERMINATION.** Should the sales price and interest incurred not have been paid in full the SELLERS may accelerate the term for the payment of the unpaid portion of the price if the RAILROAD COMPANY grants guarantees for operations outside the scope of normal business or for an amount greater than 15% of the capital stock, without the consent of the SELLERS.

The provisions of this clause shall remain in effect from the signing of the present contract and until the total payment of the price, including both the principal, ordinary and moratory interest, has been made.

**TWELFTH. NONCOMPLIANCE.** In the event that the BUYER should fail to make the payments indicated in section B of the third clause and in the fourth and fifth clauses, or if it should incur in the acts set forth in clause eleven, the SELLERS may terminate the present contract without the need for obtaining a court order, in which case the BUYER undertakes to pay the SELLERS a conventional penalty equal to 40% of the total price of the sale-purchase which is the subject of this contract.

The parties in this transaction agree that the SELLERS, in the event of termination, shall apply the amount of the payment indicated in section A of clause three above to the payment of the conventional penalty which is herein agreed to, to which end the terms of Article 2311 of the Civil Code for the Federal District in Common Matters and for the entire Republic in Federal Matters, the remittance corresponding to the payment of the previously referred to price shall be deemed as having been returned, the BUYER remaining under obligation to return those shares to the SELLERS which would have been delivered to it on the working day following the receipt of written notification of the termination of this agreement. The BUYER hereby undertakes to return the corresponding shares, free of all liens and control limitations.

**THIRTEENTH. ELECTION OF A NEW BOARD, SUPERVISORY COMMITTEE AND DIRECTORATE.** The BUYER undertakes to hold an ordinary stockholders meeting on the date of the execution of this agreement, in which a new board of directors, supervisory committee and directorate shall be elected, the proxies issued shall be

revoked and, as the case may be, all current board members, statutory auditors, officers and representatives of the RAILROAD COMPANY shall be exempted from all liability, as of the date of said General Assembly, with the understanding that with regard to the delivery and receipt of the property and equipment which are the subject of the AGREEMENT FOR THE SALE OF PROPERTY AND EQUIPMENT, and with regard to the general railroad communication railway and assets covered by the CONCESSION TITLE, the provisions of clause nineteen below shall be observed.

Without prejudice to the provisions of Article 17 of the Regulatory Law of the Railroad Service, the BUYER may, at any time, amend the by-laws of the RAILROAD COMPANY, with the understanding that the articles pertaining to the rights of the minorities which are stipulated in the same and of which they are aware, must be respected.

**FOURTEENTH. PRICE ADJUSTMENTS.** The SELLERS undertake to adjust the sale price which is the subject of this contract, solely when in accordance with the provisions of this clause, a net difference should exist in favor of the BUYER greater than \$30,000,000.00 pesos (THIRTY MILLION PESOS 00/100 NATIONAL CURRENCY) and which is derived solely from the concepts indicated in numerals 1 and 2 below.

1. Liabilities payable by the RAILROAD COMPANY which are not wholly or partially recorded in the FINANCIAL STATEMENTS, including those of a labor nature, arising from operations performed prior to the signing of the present contract or derived from acts or circumstances beyond the normal scope of said operations. Said liabilities shall be reimbursed, as the case may be, by the total or

partially nonexistent liabilities recorded in the FINANCIAL STATEMENTS, so long as said nonexistence is the result of said liabilities having been paid.

In the case of the liabilities specified in the above paragraph, the BUYER shall only be reimbursed the amount which the RAILROAD COMPANY is under an obligation to pay which were actually paid, so long as that it has no subsequent direct or indirect rights of any kind nor any legal or administrative recourse for having the corresponding payment waived or reduced. For the purposes of the present paragraph, only those liabilities whose claim has been filed under the terms of the seventeenth clause of this contract shall be considered.

With regard to non-recorded liabilities resulting from ecological and environmental protection obligations, the provisions of the CONCESSION TITLE shall be adhered to. To this end, FERRONALES hereby undertakes to perform the acts which the CONCESSION TITLE states are the responsibility of said organism. In view of the preceding, the parties agree that the non -recorded liabilities alluded to in this paragraph may only be claimed under the terms of the mentioned CONCESSION TITLE, so that no claim on the same may be filed pursuant to the provisions of this clause.

2. Fixed non-existent assets related to the ratio and appraisal attached to the AGREEMENT FOR THE SALE-PURCHASE OF PROPERTY AND EQUIPMENT, regardless of the fluctuations in value which the specified assets may, in some cases, undergo. Said assets shall be paid for, as the case may be, by

similar fixed assets in favor the RAILROAD COMPANY, not recorded wholly or partly in the aforementioned asset ratio.

With regard to the adjustments derived from fixed assets, these shall only be implemented when they do not exist and may not be about the quality, state of conservation, accounting appraisal, accounting policies or any other concept which is not strictly that which is indicated in this paragraph, on the condition that said non-existence is not contested or has been contested in accordance with the AGREEMENT FOR THE SALE OF PROPERTY AND EQUIPMENT indicated in Declaration I, item d) of this contract.

Assuming the non-existence of fixed assets, the SELLERS shall have at their complete discretion the power to adjust the price under the terms of this clause, or to replace the non-existing assets by others with similar characteristics, conditions and value.

For the purpose of the adjustment, which as the case may be, may need to be made, it shall be considered, that in the case of non-existing fixed assets, their value shall be that stated in the appraisal indicated in the first paragraph of Number 2 of this clause. The corresponding adjustment shall be carried out in Mexican pesos, and, since the stated appraisal is designated in dollars, said currency being the legal tender of the United States of America, an exchange rate equaling \$7.9085 pesos per dollar shall be applied.

The results obtained in accordance with numbers 1 and 2 above shall be set off against each other in order to obtain, as the case may be, the net difference in favor of the BUYER.

The SELLERS shall pay the amount which results in favor of the BUYER if such amount exceeds the amount indicated in the first paragraph of this clause no later than 10 working days from the date on which the definitive price adjustment is determined. The parties agree that in the event that an unpaid amount should exist in favor of the SELLERS, the corresponding payment may be made up to the amount of the lesser debt.

For the purpose of the price adjustment, the financial cost which may be generated shall be calculated using a rate equal to that of 28- day CETES (Certificates of the Treasury of the Federation) applicable during the corresponding period.

**FIFTEENTH.**      LIABILITIES CLAIM. The parties agree that in the case of the price adjustment deriving from the liabilities the RAILROAD COMPANY is responsible for pursuant to paragraph 1 of the preceding clause, payment thereof shall be made only when:

- a)      The BUYER notifies the SELLERS in writing and in a reliable manner, through the MINISTRY, and within the 5 natural days after it is notified of the respective existence of the liability or of any claim deriving therefrom, whether judicially or extrajudicially, so that the SELLERS may, where appropriate, take the steps which they may deem suitable.
- b)      The RAILROAD COMPANY shall defend the respective claims judicially or extrajudicially, and shall be subject to what the SELLERS may indicate.
- c)      The BUYER shall provide to the SELLERS or their representative, provided it is requested in a timely manner, the necessary information and elements available to them so that, in case the SELLERS decide to proceed with the defense of the corresponding claims, they may have the necessary means therefor. In this case, the RAILROAD COMPANY shall be obligated

to grant the powers of attorney which may be required in favor of the persons designated by the SELLERS, in the understanding that failure to grant said powers of attorney shall have as an effect the inapplicability of the adjustment corresponding to the price.

d) The assets or the claim deriving therefrom shall not arise as a direct result of an omission or action attributable to the RAILROAD COMPANY as of the conclusion of the act of delivery and receipt or attributable to the BUYER at all times.

When the claims which are referred to in the preceding clauses are derived from acts for which, pursuant to this contract, the SELLERS are liable, all the expenses and costs of the defense which are incurred by the RAILROAD COMPANY, where appropriate, shall be reimbursed by the SELLERS, provided they are reasonable, duly evidenced and directly related to the claims mentioned in the preceding clauses. The amounts corresponding to the items referred to in this paragraph shall be reimbursed to the BUYER by the SELLERS within a period of 20 natural days, counting from the date in which the same were determined.

SIXTEENTH. CLAIMS TERM. The BUYER shall have a period of 180 natural days, counting from the date of the signing of the act of delivery-receipt which is referred to in the nineteenth clause, in order to request the price adjustment, pursuant to the fourteenth clause.

Without prejudice to the obligation contained in section a) of the preceding clause, the request of the price adjustment must be presented in a simple written communication.

The applicability of any price adjustment shall be determined pursuant to the subsequent twentieth and twenty-first clauses.

**SEVENTEENTH.** OTHER ASSETS. With regard to assets deriving from fiscal, financial or labor obligations not recorded in the FINANCIAL STATEMENTS and whose origin may be prior to the date of this contract, the BUYER may request payment or restitution thereof during a period equal to that which the legislation currently in force establishes for the prescription or expiration of the right or action which is the basis of the claim, and the fifteenth clause shall apply with regard to this case.

**EIGHTEENTH.** INDEMNIFICATION. The SELLERS undertake to indemnify the BUYER in case of eviction.

**NINETEENTH.** DELIVERY OF PROPERTY AND EQUIPMENT, FROM THE RAILROAD COMMUNICATION LINE AND OF THE PROPERTY GRANTED, AND STARTUP OF OPERATIONS. The parties agree that the RAILROAD COMPANY'S delivery and receipt procedure consist of three phases:

- a) Delivery of shares, for which the parties shall abide by the provisions of clause eighth above.
- b) Delivery of the property and equipment subject of the AGREEMENT OF PURCHASE-SALE OF PROPERTY AND EQUIPMENT, for which the parties shall be subject to the provisions of the above-mentioned contract.
- c) Delivery of the general railway communication line and of the property subject of the CONCESSION TITLE, for which the parties shall be subject to the provisions of the latter document.

Without prejudice to the provisions of the documents referred to in the preceding sections b) and c), for the purpose of the delivery and receipt of the property indicated in same, the SELLERS agree to establish by mutual agreement with the RAILROAD COMPANY, and the BUYER undertakes to take all the necessary steps so that the RAILROAD COMPANY may establish with the SELLERS, the terms and conditions pursuant to which the corresponding delivery and receipt procedure shall be carried out, in the understanding that the same must be concluded no later than July 31, 1997.

At the conclusion of the indicated delivery and receipt procedure, the FINAL RECORD OF DELIVERY AND RECEIPT shall be executed, wherein shall be recorded the property and equipment delivered, the characteristics of delivery thereof, the delivery of the general railway communication line and of the property subject of the CONCESSION TITLE. The above, without prejudice to the possibility of effecting partial and prior deliveries of the property indicated in sections b) and c) of this clause, in which case, the provisions of the documents referred to in the above-mentioned sections shall control.

The records wherein said procedure are recorded shall be signed by a representative of each party and by the persons in attendance, in the understanding that the omission of any signature shall not invalidate the content and scope of same.

The acts which occur during the indicated delivery and receipt procedure, as well as the agreements made on the subject by the RAILROAD COMPANY and the SELLERS, shall be recorded in a logbook which shall be added to the FINAL RECORD Of DELIVERY AND ACCEPTANCE.

**TWENTIETH.**      PURCHASE AUDITING. The BUYER may perform an audit of the purchase in order to determine the existence of assets not registered or the non-existence of the fixed assets referred to in paragraphs 1 and 2 of the preceding fifteenth clause. Said audit, where appropriate, may be initiated on the business day subsequent to the date of the signing of this contract and under no circumstance may exceed a period of 120 natural days counting from the date of the FINAL RECORD OF DELIVERY AND ACCEPTANCE.

The audit's cost and expenses shall be covered by the BUYER.

At the end of the audit, the auditor shall write a report and deliver a copy thereof to each party, in the understanding that his judgment shall not bind the SELLERS in any way whatsoever.

When as a result of the audit there appear non-registered fixed assets, the SELLERS must withdraw the same pursuant to the provisions of this contract, or else, execute therewith the restitution or compensations indicated in the fourteenth clause of this contract.

**TWENTY-FIRST.**    CLAIM APPLICABILITY. For the purpose of the provisions of paragraph 9.7 of the CALL FOR BIDS AND CONDITIONS, the parties agree to designate KPMG Cardenas, Dosal, S.C. (hereinafter referred to as the OFFICE) so that it may resolve with regard to the applicability of the claims deriving from unregistered assets or non-existent assets which, where applicable, the BUYER may present so that the price of this purchase-sale may be adjusted.

In the event the OFFICE is unable to perform its functions or abstains from issuing the corresponding judgment, the parties may agree that the selection of a new office shall be made on the basis of a list of offices which is added to this contract as Annex 11. The invitation of the

referred-to offices shall be made in the same order in which they appear in the above-mentioned list.

Both parties shall cover in equal parts the costs and expenses incurred by the OFFICE.

The OFFICE, in the performance of its functions, shall act with the broadest freedom, and may obtain the elements for judgment which it deems appropriate, and the parties undertake to provide it with those elements which are required for said purpose.

The judgment of the OFFICE shall be definitive, it shall bind the parties as to its terms and may not be the subject of any appeal whatsoever.

The provisions of the preceding paragraphs constitute an arbitral commitment pursuant to article 1423 of the Commercial Code, and the parties shall abide by the provisions for this purpose in said order, with regard to that which is not expressly contained in this clause.

**TWENTY-SECOND.      LIMITATION OF THE CIRCULATION OF SHARES.**

The BUYER undertakes in this proceeding not to transmit directly or indirectly, fully or partially, whether jointly or separately, 51% of the shares with voting right representing the subscribed and paid-for capital of the RAILROAD COMPANY, without prior consent from the MINISTRY.

This obligation shall be in force for a period of three years counting from the date of the initiation of the life of the CONCESSION INSTRUMENT.

In order to determine whether a share has a voting right, the provisions to this effect of the by-laws of the RAILROAD COMPANY shall hold.

**TWENTY-THIRD.    PUBLIC OFFERING OF THE SECOND BLOCK.   The BUYER put on record that they have knowledge of the fact that the Federal Government intends**

to offer and place in the securities market the shares corresponding to the SECOND BLOCK, and for said purpose, the BUYER undertakes to adopt the necessary resolutions so that the RAILROAD COMPANY, in conjunction with the Federal Government, may take the necessary steps and procedures in order to register the company and the corresponding shares with the National Register of Securities and Intermediaries, as well as the authorizations from the National Banking and Securities Commission and, where appropriate, those of the corresponding authorities of other countries.

**TWENTY-FOURTH.**      ASSISTANCE FOR PUBLIC PLACEMENT. In order that the SELLERS may achieve their objective of placing the shares of the SECOND BLOCK, the BUYER as of now commits itself to cause the RAILROAD COMPANY to take all actions, agreements and resolutions which are reasonably necessary, and to provide the SELLERS with all the information and documentation reasonably required for said objective, and to ensure that the RAILROAD COMPANY does not take, either directly or indirectly, any action or make any determination which may impede or hamper in any way said objective, nor shall they adopt any measure whatsoever which may cause, directly or indirectly, non-compliance with the obligations which derive from same for the RAILROAD COMPANY .

**TWENTY-FIFTH.**    PLACEMENT OF SHARES. If the RAILROAD COMPANY and its shareholders wish to place shares of said company in securities markets, both in Mexico as well as abroad, the parties agree to notify the other party of their determination, prior to the placement, so that, by mutual agreement, they may establish the bases, terms and conditions of same which may avoid negative or contrary effects in the securities markets for the shares subject of the placement.

The provisions of the preceding paragraph shall apply to the placement in the securities markets of any instrument issued by the company, when they may directly or indirectly affect the market of the shares issued by the RAILROAD COMPANY.

The parties agree that in case the placements are carried out by mutual agreement, the expenses and costs of same shall be covered proportionately to the securities subject of the placement; otherwise, each party shall absorb the expenses and costs of their placement, with the exception of the provisions of the following paragraph.

The costs and expenses of the company's registrations and authorizations and of the corresponding shares, before the competent authorities and securities market institutions necessary for the placement of same in said market, shall be fully covered by the RAILROAD COMPANY, among which are not included the fees of the Placing Agent and its related expenses.

**TWENTY-SIXTH. ACQUISITION OF THE SECOND BLOCK** If due to any reason, the Federal Government does not alienate all or part of the shares of the SECOND BLOCK within a period of 24 months, the BUYER undertakes to acquire them proportionately to its stock participation on the date of the execution of this contract, at the price resulting from applying to the sale price of the shares of the FIRST BLOCK, the percentage of change in the Investment Units (IU's) published by the Bank of Mexico, as of the date of the signing of this contract and until the date of payment of the SECOND BLOCK.

The BUYER must effect payment of the shares which this clause refers to, within 60 natural days after the MINISTRY notifies it of the number of shares which pursuant to this clause it is obligated to acquire. The price which the first paragraph of this clause refers to shall be adjusted only in terms of: a) the dividends which the above-mentioned shares may have paid in

cash or in property other than cash; b) the adjustments in the price indicated in the preceding fourteenth clause; c) any split of the shares which may have been agreed to.

If within the period of 24 months referred to in the first paragraph of this clause the SELLERS have not placed the SECOND BLOCK in the securities market pursuant to the terms of the twenty-third clause, the SELLERS undertake to alienate from the BUYER the SECOND BLOCK, at the price established in the first paragraph of this clause.

The provisions of this clause constitute a unilateral purchase commitment for account of the BUYER, as well as a unilateral sale commitment by the SELLERS, for which the parties agree that the first shall be in force for 26 months as of the date of the signing of this contract, and the second shall be in force for one month counting from the expiration of the term which is referred to in the first paragraph of this clause.

**TWENTY-SEVENTH.**      FREIGHT IN TRANSIT. The BUYER undertakes to take all the necessary steps so that the RAILROAD COMPANY may assume the responsibilities, as of the date of the FINAL RECORD OF DELIVERY AND RECEIPT, of the transportation contracts which may be in force, with all the deliveries of any kind which are in transit at that same time pursuant to the terms and conditions which FERRONALES may have agreed to, in the understanding that it shall be entitled to income for said item in proportion to the part of the journey for which they may have undertaken delivery. As far as the responsibilities are concerned, in case of noncompliance, penalties, or damages to the freight, each party shall be responsible for the segment and period which may have corresponded to each.

**TWENTY-EIGHTH.**      PROPERTY OWNED BY FERRONALES.  
FERRONALES, in this proceeding, undertakes to recall from the railway and the property

(exactly as defined in the CONCESSION TITLE) for its account and cost, all the property it owns, within a period not to exceed 180 natural days, counting from the date in which the delivery and receipt procedure is concluded pursuant to the nineteenth clause of this contract.

**TWENTY-NINTH EXPENSES.** All expenses deriving from the execution and, where applicable, from the registration of this contract, shall be exclusively for account of the BUYER. Any expense incurred by the SELLERS, when the same are for account of the BUYER, shall be reimbursed to them by the latter within three business days after they are requested to do so in writing. A delay in payment of the expenses shall generate late payment interests at the rate established in the fifth clause of this contract.

**THIRTIETH. ALIEN STATUS CLAUSE.** The BUYER undertakes not to invoke protection of any foreign government, under penalty, in case of noncompliance with the above, of surrendering to the Mexican Republic all of the property and rights which they may have acquired or which they may acquire through this contract.

**THIRTY-FIRST. INTERPRETATION.** In case of doubt or controversy among the provisions of this contract and any other provision or contract related to the bidding subject of the CALL TO BID AND CONDITIONS, the parties shall abide, first, by the provisions of this contract, second, by that which was indicated in the SALE-PURCHASE AGREEMENT OF PROPERTY AND EQUIPMENT, as well as by the FINANCIAL STATEMENTS and by the pro forma financial statements which for that purpose the SELLERS may deliver to the BUYER, third, by the CONCESSION TITLE and, finally, by the CALL TO BID AND CONDITIONS.

**THIRTY-SECOND RESCISSON.** The parties expressly agree that the SELLERS may rescind this Agreement with liability attaching to the BUYER, without the need for a judicial

decision, if it has acted on behalf of a third party without having so indicated in this agreement or in the offer which won the bid, thus breaching the provisions of section f) of declaration II of this document, which shall be understood to be repeated I this clause. The parties agree that in the event of rescission as referred to in this clause, the BUYER shall be obligated to return the FIRST BLOCK shares and, as the case may be, the SECOND BLOCK shares to the SELLERS and to pay as a conventional penalty an amount equal to the amount it has paid for the shares it has acquired as of the rescission date.

The parties hereby agree that the SELLERS, in the event of rescission, shall directly apply the payments they have received from the BUYER to the payment of the Conventional Penalty herein agreed to, so that the amounts corresponding to the payment of the price shall be understood to have been virtually returned on the terms of Article 2311 of the Civil Code for the Federal District in Common Matters and for all of the Republic in Federal Matters, leaving as the only obligation of the BUYER the return of the shares of the FIRST BLOCK and, as the case may be, the shares of the SECOND BLOCK it may have acquired, the business day following that day on which the SELLERS notify it of the rescission of this agreement by means of a written communication.

**THIRTY-THIRD. JURISDICTION.** For the interpretation of compliance with this contract, the parties subject themselves to the federal courts of Mexico, Federal District, and waive any other jurisdiction, which due to their present or future domicile, could correspond to them.

**THIRTY-FOURTH. DOMICILES.** For the purpose deriving from this contract, the SELLERS and BUYER indicate their domiciles as the following:

**THE SELLERS:**

**TESOFE:**

Av. Constituyentes No. 1001  
Edificio "A", 4to Piso  
Col. Belen de las Flores  
01110 Mexico, D.F.

**FERRONALES:**

Avenida Jesus Garcia Corona No. 140  
Col. Buenavista  
Deleg. Cuauhtemoc  
06358 Mexico, D.F.

**THE BUYER:**

Av. de la Cuspide No. 4755  
Col. Parques del Pedregal  
Deleg. Tlalpan  
14110 Mexico, D.F.

This agreement is signed in Mexico City, Federal District, in six original copies, on  
January 31, 1997.

**THE SELLERS**

[SIGNATURE]

**FEDERAL GOVERNMENT OF THE UNITED  
STATES OF MEXICO BY THE TREASURY  
OF THE FEDERATION  
REPRESENTED BY**

**PABLO ESCALANTE TATTERSFIELD, ESQ.  
ASSISTANT TREASURER ON BEHALF OF THE TREASURER OF THE FEDERATION,  
PURSUANT TO ARTICLE 105 OF THE INTERIOR REGULATION OF THE  
MINISTRY OF FINANCE AND PUBLIC CREDIT**

[SIGNATURE]

---

FERROCARRILES NACIONALES DE MEXICO  
REPRESENTED BY  
LUIS ANTONIO DE PABLO SERNA, ESQ.

THE BUYER

[SIGNATURE]

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TRANSPORTACION FERROVIARIA MEXICANA, S. DE R.L DE C.V.  
REPRESENTED BY  
MARIO MOHAR PONCE, ESQ. AND  
HELADIO MEJIA PERICAS, ESQ.

[SIGNATURE]

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MINISTRY OF COMMUNICATIONS AND TRANSPORTATION  
REPRESENTED BY  
DR. AARON DYCHTER POLTOLAREK

[SIGNATURE]

---

ENG. JOSE SERRANO SEGOVIA  
CHAIRMAN OF THE BOARD OF DIRECTORS OF  
TRANSPORTACION MARITIMA MEXICANA, S.A. DE C.V.

[SIGNATURE]

---

MR LANDON H. ROWLAND  
CHAIRMAN OF THE BOARD OF DIRECTORS OF  
KANSAS CITY SOUTHERN INDUSTRIES INC.

[SIGNATURE]

---

ARQ. EMILIO CARRERA CORTES  
PUBLIC PROPERTY AUDITOR OF THE  
MINISTRY OF THE COMPTROLLER AND  
ADMINISTRATIVE DEVELOPMENT  
HONORARY WITNESS

CONTRATO DE COMPRAVENTA DE ACCIONES  
REPRESENTATIVAS DEL CAPITAL SOCIAL DE FERROCARRIL  
DEL NORESTE, S.A. DE C.V.

INDICE

RECORDATION NO. 21407-A FILED

MAY 14 '98

4-29 PM

ANTECEDENTES

DECLARACIONES

- I. DE LOS VENDEDORES.
- II. DEL COMPRADOR

CLAUSULAS

PRIMERA:	CONSENTIMIENTO Y OBJETO.
SEGUNDA:	PRECIO.
TERCERA:	PAGO.
CUARTA:	INTERESES.
QUINTA:	INCUMPLIMIENTO EN EL PAGO.
SEXTA:	PAGO ANTICIPADO.
SEPTIMA:	FORMA Y LUGAR DE PAGO.
OCTAVA:	ENTREGA DE TITULOS Y PRENDA SOBRE ACCIONES.
NOVENA:	PERIODO DE GRACIA.
DECIMA:	REGISTRO.
DECIMA PRIMERA:	CAUSALES DE VENCIMIENTO ANTICIPADO.
DÉCIMA SEGUNDA:	INCUMPLIMIENTO.





DECIMA TERCERA: DESIGNACION DE NUEVO CONSEJO  
 ORGANO DE VIGILANCIA Y DIRECCION.  
 DECIMA CUARTA: AJUSTE DE PRECIO.  
 DECIMA QUINTA: RECLAMACION DE PASIVOS.  
 DECIMA SEXTA: PLAZO DE RECLAMACIONES.  
 DECIMA SEPTIMA: OTROS PASIVOS.  
 DECIMA OCTAVA: SANEAMIENTO.  
 DECIMA NOVENA: ENTREGA DE BIENES Y EQUIPO, DE LA VIA  
 DE COMUNICACION FERROVIARIA Y DE LOS  
 BIENES CONCESIONADOS E INICIO DE  
 OPERACIONES.  
 VIGESIMA: AUDITORIA DE COMPRA.  
 VIGESIMA PRIMERA: PROCEDENCIA DE LA RECLAMACION.  
 VIGESIMA SEGUNDA: LIMITACION A LA CIRCULACION DE  
 ACCIONES.  
 VIGESIMA TERCERA: OFERTA PUBLICA DEL SEGUNDO PAQUETE.  
 VIGESIMA CUARTA: ASISTENCIA PARA LA COLOCACION  
 PUBLICA.  
 VIGESIMA QUINTA: COLOCACION DE ACCIONES.  
 VIGESIMA SEXTA: ADQUISICION DEL SEGUNDO PAQUETE.  
 VIGESIMA SEPTIMA: CARGA EN TRANSITO.  
 VIGESIMA OCTAVA: BIENES PROPIEDAD DE FERRONALES.  
 VIGESIMA NOVENA: GASTOS.  
 TRIGESIMA: CLAUSULA DE EXTRANJERIA.  
 TRIGESIMA PRIMERA: INTERPRETACION.  
 TRIGESIMA SEGUNDA: RESCISION.  
 TRIGESIMA TERCERA: JURISDICCION.  
 TRIGESIMA CUARTA: DOMICILIOS.

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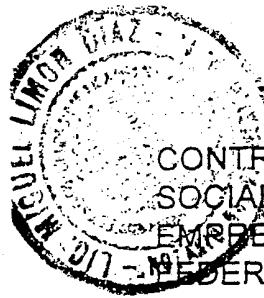
CONTRATO DE COMPROVENTA DE ACCIONES DE  
FERROCARRIL DEL NORESTE.



A N E X O S

1. Copia del certificado de libertad de gravámenes de las acciones de la EMPRESA FERROVIARIA.
2. Convocatoria. - *Bases*
3. *Bases. Proposición presentada por el Comprador,*
4. Estados financieros al 31 de diciembre de 1996, debidamente auditados de la EMPRESA FERROVIARIA.
5. Copia del contrato de compraventa de bienes y equipo.
6. Contrato de donación.
7. Facultades de los representantes del Gobierno Federal y FERRONALES.
8. Escritura constitutiva del COMPRADOR.
9. Escritura contenido las facultades de los representantes del COMPRADOR.
10. Título de concesión.
11. Lista de despachos.

2-2  
G.  
C.R.  
J.J.



CONTRATO DE COMPROVENTA DE ACCIONES REPRESENTATIVAS DEL CAPITAL SOCIAL DE FERROCARRIL DEL NORESTE, S.A. DE C.V. (EN ADELANTE LA EMPRESA FERROVIARIA) QUE CELEBRAN POR UNA PARTE EL GOBIERNO FEDERAL DE LOS ESTADOS UNIDOS MEXICANOS, POR CONDUCTO DE LA TESORERIA DE LA FEDERACION (EN ADELANTE LA TESOFE) REPRESENTADA POR EL LICENCIADO PABLO ESCALANTE TATTERSFIELD, SUBTESORERO DE OPERACION, EN AUSENCIA DEL TESORERO DE LA FEDERACION, CON FUNDAMENTO EN EL ARTICULO 105 DEL REGLAMENTO INTERIOR DE LA SECRETARIA DE HACIENDA Y CREDITO PUBLICO Y FERROCARRILES NACIONALES DE MEXICO (EN ADELANTE FERRONALES), REPRESENTADA POR EL LICENCIADO LUIS ANTONIO DE PABLO SERNA (EN ADELANTE, EL GOBIERNO FEDERAL Y FERRONALES SE DENOMINARAN CONJUNTAMENTE COMO LOS VENDEDORES), Y POR UNA SEGUNDA PARTE, TRANSPORTACION FERROVIARIA MEXICANA, S. DE R.L. DE C.V., REPRESENTADA POR LOS SEÑORES LICENCIADOS MARIO MOHAR PONCE Y HELADIO MEJIA PERICAS (EN ADELANTE EL COMPRADOR), CON LA COMPARRECENCIA DE LA SECRETARIA DE COMUNICACIONES Y TRANSPORTES (EN ADELANTE LA SECRETARIA), REPRESENTADA POR EL DOCTOR AARON DYCHTER POLTOLAREK, LA COMPARRECENCIA DEL ING. JOSE SERRANO SEGOVIA, PRESIDENTE DEL CONSEJO DE ADMINISTRACION DE TRANSPORTACION MARITIMA MEXICANA, S.A. DE C.V. Y DEL SEÑOR LANDON H. ROWLAND, PRESIDENTE DEL CONSEJO DE ADMINISTRACION DE KANSAS CITY SOUTHERN INDUSTRIES INC., Y COMO TESTIGO DE HONOR EL ARQUITECTO EMILIO CARRERA CORTES, COMISARIO PUBLICO PROPIETARIO DE LA SECRETARIA DE CONTRALORIA Y DESARROLLO ADMINISTRATIVO, AL TENOR DE LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLAUSULAS:

#### ANTECEDENTES

1. Mediante escritura pública No. 50,413 de fecha 22 de noviembre de 1996, otorgada ante la fe del Lic. Miguel Alessio Robles, notario público No. 19 del Distrito Federal, e inscrita bajo el No. 39, Volumen 429, Libro No. 3, Segundo Auxiliar, Escrituras de Sociedades Mercantiles, Sección de Comercio del Registro Público de la Propiedad y del Comercio, Primer Distrito, Monterrey, Nuevo León, de fecha 10 de enero de 1997, se constituyó la EMPRESA FERROVIARIA.

Se adjunta como anexo 1 copia del certificado de libertad de gravámenes de la EMPRESA FERROVIARIA de fecha 29 de enero de 1997, expedido por el

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Registro Público de la Propiedad y del Comercio, del Primer Distrito de Monterrey, Nuevo León.

2. El capital social mínimo pagado de la EMPRESA FERROVIARIA a la fecha de este contrato es de \$50,000.00 (CINCUENTA MIL PESOS 00/100 MONEDA NACIONAL) y está representado por 5000 acciones, de las cuales corresponden 1300 acciones a la clase I, serie "A", subserie "A-1", 1250 acciones a la clase I, serie "B", subserie "B-1", 740 acciones a la clase II, serie "A", subserie "A-1", 710 acciones a la clase II, serie "B", subserie "B-1", 510 acciones a la clase III, serie "A", subserie "A-1", y 490 acciones a la clase III, serie "B", subserie "B-1".

El capital social variable pagado de la EMPRESA FERROVIARIA a la fecha de este contrato esta representado por 359'973,850 acciones clase I, serie "A", subserie "A-2", 345'857,228 acciones clase I, serie "B", subserie "B-2", 204'691,012 acciones clase II, serie "A", subserie "A-2", 198'663,914 acciones clase II, serie "B", subserie "B-2", 141'166,215 acciones clase III, serie "A", subserie "A-2" y 135'630,286 acciones clase III, serie "B", subserie "B-2".

3. El objeto social de la EMPRESA FERROVIARIA comprende la operación y explotación de una vía general de comunicación ferroviaria que corresponde a la vía troncal del Noreste, y la prestación del servicio público de transporte ferroviario en las modalidades, términos y condiciones que en el título de concesión respectivo (en adelante el TITULO DE CONCESION) se indican, así como la prestación de los servicios auxiliares que en el mismo se precisan.
4. La Comisión Intersecretarial de Desincorporación (en adelante la CID), en sus sesiones de fechas 6 de marzo y 24 de julio de 1996, resolvió aprobar el procedimiento de enajenación de las acciones representativas del 80% del capital social de la EMPRESA FERROVIARIA, mediante licitación pública, así como, en su caso, la colocación del 20% restante en el mercado de valores o su enajenación al COMPRADOR en los términos de este contrato.

El Ejecutivo Federal, por conducto de la Secretaría de Hacienda y Crédito Público, y conforme lo previene la Ley Federal de Entidades Paraestatales, autorizó la enajenación de las acciones representativas de la EMPRESA FERROVIARIA, mediante oficio No. 101.361 de fecha 7 de agosto de 1996.

5. *FERRONALES* resolvió proceder a la venta, mediante licitación pública de la acción que representa su participación total en el capital social de la EMPRESA

 FERROVIARIA, para lo cual, acordó se licitara ésta en la misma licitación pública en la que el Gobierno Federal ofrecería las acciones de las que es tenedor.

6. El 9 de agosto y el 21 de noviembre de 1996, se publicaron en el Diario Oficial de la Federación, la convocatoria y bases, así como sus modificaciones (en adelante referidas como la CONVOCATORIA Y BASES) para la licitación pública, de las acciones representativas del 80% del capital social de la EMPRESA FERROVIARIA (en adelante el PRIMER PAQUETE).

El 20% restante de las acciones (en adelante el SEGUNDO PAQUETE) lo conservará el Gobierno Federal para, en su caso, enajenarlo dentro de los veinticuatro meses siguientes a la firma del presente contrato, mediante oferta pública a través del mercado de valores, previa inscripción en el Registro Nacional de Valores e Intermediarios y autorización de la Comisión Nacional Bancaria y de Valores, o bien, enajenarlo al COMPRADOR conforme se establece en el clausulado de este contrato. El porcentaje del capital social que en los términos del presente párrafo representa las acciones definidas como SEGUNDO PAQUETE, podrá variar durante la vigencia de este contrato, ciñéndose tales variaciones, en su caso, a lo que sobre el particular se establece en el mismo. En tal caso, el término SEGUNDO PAQUETE seguirá siendo válido, pero únicamente respecto de las acciones que representen el porcentaje de participación real del Gobierno Federal en la EMPRESA FERROVIARIA.

7. Como resultado de la licitación mencionada en el punto anterior, el 5 de diciembre de 1996, la CID, con base en las proposiciones presentadas y en los criterios de fallo establecidos en la CONVOCATORIA Y BASES, designó como ganador de la licitación a Transportación Ferroviaria Mexicana, S. de R.L. de C.V., quien fue notificada del resultado con fecha 12 de diciembre de 1996.
8. La CONVOCATORIA Y BASES, así como la proposición presentada por el COMPRADOR, forman parte integrante del presente contrato como anexos 2 y 3, respectivamente.

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 Para emitir el fallo, se consideraron los documentos e información presentados por el COMPRADOR en su proposición, habiéndose considerado para el otorgamiento de su autorización, otros documentos y comunicados, constituyendo todos ellos el motivo determinante de la voluntad de las partes para celebrar el presente contrato.



## DECLARACIONES

Declaran los VENDEDORES que:

- a) Son los únicos y legítimos propietarios de la totalidad de las acciones representativas del capital social de la EMPRESA FERROVIARIA.

La totalidad de las acciones se encuentran íntegramente suscritas y pagadas y libres de todo gravamen y limitación de dominio alguno, en el entendido de que todas las acciones del Gobierno Federal se encuentran depositadas en la TESOFE conforme lo previene el artículo 76 de la Ley del Servicio de la Tesorería de la Federación.

No existen opciones de compra en circulación, derechos de apreciación de acciones, títulos opcionales, valores convertibles u otros derechos que sean convertibles a, o que tengan su valor basado en acciones comunes de la EMPRESA FERROVIARIA, y no existen contratos relacionados con la emisión, venta o transmisión de cualquier instrumento de mercado de capitales o cualquier otro tipo de valores de la EMPRESA FERROVIARIA.

- b) No existe limitación legal alguna, ni conocen causa que pueda generarla y que los restrinja o les impida asumir y cumplir todas y cada una de las obligaciones a su cargo conforme al presente contrato, y que se han cumplido los procedimientos establecidos en ley para la venta de las acciones del PRIMER PAQUETE.
- c) Los estados financieros al 31 de diciembre de 1996, debidamente auditados (en adelante los ESTADOS FINANCIEROS) que se agregan a este contrato dentro del anexo 4, presentan razonablemente la situación financiera de la EMPRESA FERROVIARIA a esa fecha, conforme a los principios de contabilidad generalmente aceptados en México, aplicados en forma consistente y que entre la fecha de dichos ESTADOS FINANCIEROS y la firma del presente contrato, no se ha presentado evento subsecuente alguno, ni se conoce causa o motivo que pueda generar un evento que substancialmente afecte o que pudiere afectar en forma adversa la situación financiera de la EMPRESA FERROVIARIA.

Salvo por lo que se establece en los ESTADOS FINANCIEROS, a su saber, la EMPRESA FERROVIARIA no tiene responsabilidades u obligaciones de cualquier naturaleza (ya sean conocidas o desconocidas y absolutas, contingentes, acumuladas o de otra manera), salvo por las responsabilidades y obligaciones reflejadas o reservadas en contra de, en los ESTADOS FINANCIEROS.

*[Handwritten signatures and initials are visible at the bottom of the page, including 'J. M. Díaz', 'W. R.', and 'F. J. G.'].*



- i) Los libros contables, libros de actas, libros de registro de accionistas y cualesquiera otro registro de la EMPRESA FERROVIARIA, que hayan sido puestos a disposición del COMPRADOR, son correctos y se encuentran completos, y se han mantenido de conformidad con sanas prácticas comerciales.
- Los libros de actas de la EMPRESA FERROVIARIA contienen registros exactos y completos de todas las reuniones celebradas de, y de las resoluciones adoptadas por, los accionistas, el Consejo de Administración, y de los comités del Consejo de Administración de la EMPRESA FERROVIARIA, y ninguna reunión de cualesquiera de dichos accionistas, Consejo de Administración o comités, han sido celebrados sin que se hayan preparado al efecto las actas correspondientes y sin que se hubiese dejado de integrar a dichos libros de actas.
- ii) El patrimonio de la EMPRESA FERROVIARIA comprende todas las propiedades, bienes y derechos necesarios para prestar el servicio público de transporte ferroviario de carga, tal y como se presta actualmente.
- iii) La EMPRESA FERROVIARIA no ha tenido previamente y no tiene hasta la fecha de firma del presente contrato, empleado alguno.
- d) Es de su conocimiento que, con fecha 2 de diciembre de 1996, la EMPRESA FERROVIARIA celebró con el Gobierno Federal un contrato de compraventa con reserva de dominio respecto de los bienes y equipo que en el mismo se señalan y copia del cual se agrega como anexo 5 al presente contrato (en adelante el CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO).
- e) Los bienes y equipo objeto del contrato a que se refiere el inciso que antecede, fueron adquiridos por el Gobierno Federal mediante contrato de donación de fecha 22 de noviembre de 1996, copia del cual se agrega como anexo 6 al presente contrato. Dicha donación fue autorizada por el Consejo de Administración de Ferrocarriles Nacionales de México en sesión de fecha 25 de julio de 1996 y por la Secretaría de Contraloría y Desarrollo Administrativo, mediante oficio No. UNAOPSPF/309/BM/1309/96, de fecha 14 de noviembre de 1996.
- f) FERRONALES es un organismo descentralizado del Gobierno Federal, creado por la Ley Orgánica de Ferrocarriles Nacionales de México de fecha 11 de diciembre de 1948, publicada en el Diario Oficial de la Federación el día 30 del mismo mes y año, cuya existencia legal es reconocida y continuada por su nueva ley orgánica de fecha 5 de diciembre de 1984, publicada en el Diario Oficial de la Federación el 14 de enero de 1985.
- g) Los representantes tanto del Gobierno Federal como de FERRONALES cuentan con facultades suficientes para obligarlos en los términos del presente contrato,

sin que les hayan sido modificadas o revocadas en forma alguna, conforme se acredita con los documentos que se agregan como anexo 7 a este contrato.

Ni la celebración de este contrato o el cumplimiento del mismo, deberá directa o indirectamente (con o sin la necesidad de que medie notificación alguna al respecto o de que transcurra cierto lapso de tiempo):

- i) Contravenir, entrar en conflicto con, o violar cualquier disposición contenida en algún documento corporativo de la EMPRESA FERROVIARIA de carácter organizacional, o cualquier resolución del Consejo de Administración o de los accionistas de la misma;
- ii) Contravenir, entrar en conflicto con o que resulte, en una violación de, o que otorgue derechos a cualquiera para rebatir este contrato o las operaciones contempladas bajo el mismo, y
- iii) Contravenir, entrar en conflicto con, o resultar en la violación o incumplimiento de cualquier disposición de, o que otorgue el derecho a cualquier persona para declarar en incumplimiento, o para ejercitarse sus derechos de reclamación bajo, o declarar por terminado anticipadamente, o la ejecución de, o para cancelar, terminar o modificar, cualquier contrato de importancia material para la EMPRESA FERROVIARIA.

- i) No existen acciones civiles, penales o administrativas, demandas, reclamaciones, audiencias, procedimientos o investigaciones pendientes, o, que siendo de su conocimiento, atenten contra la EMPRESA FERROVIARIA o sus bienes, o con respecto de las operaciones contempladas bajo el presente.

## II. Declara el COMPRADOR que:

- a) Es una sociedad debidamente constituida conforme a las leyes de la República Mexicana, mediante escritura No. 32,732 de fecha 12 de julio de 1996, otorgada ante la fe del Lic. Miguel Limón Díaz, notario público No. 97 de México, Distrito Federal, e inscrita en el Registro Público de la Propiedad y del Comercio de México, Distrito Federal, en folio mercantil No. 212314, el día 6 de agosto de 1996. Copia de dicha escritura se agrega al presente contrato como anexo 8.
- b) Sus representantes tienen facultades suficientes para celebrar el presente contrato, conforme lo acreditan con la escritura No. 32,801 de fecha 29 de agosto de 1996, otorgada ante la fe del Lic. Miguel Limón Diaz, notario público No. 97 de México, Distrito Federal, sin que les hayan sido modificadas o

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revocadas en forma alguna, y la cual se agrega al presente contrato como anexo

- c) Tiene pleno conocimiento de que la EMPRESA FERROVIARIA es de nueva creación, se encuentra inscrita en el Registro Federal de Contribuyentes, cuenta con el TITULO DE CONCESION, y que corresponderá a dicha empresa realizar todos los trámites conducentes para obtener los demás registros, licencias y permisos que requiera para realizar las actividades previstas en su objeto social y las que son materia del TITULO DE CONCESION.
- d) Tiene pleno conocimiento del alcance y términos de los documentos concernientes a la EMPRESA FERROVIARIA, de conformidad con la declaración contenida en su propuesta técnica, y especialmente del TITULO DE CONCESION y las contraprestaciones establecidas en el mismo; los estatutos sociales; los ESTADOS FINANCIEROS, y el CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO. El TITULO DE CONCESION se agrega como anexo 10.
- e) Conoció toda la información que en relación a la licitación materia de la CONVOCATORIA Y BASES se puso a su disposición en la sala de información, así como de la que les fue proporcionada a través de prospectos, respuestas a las preguntas planteadas por los participantes de dicha licitación y que constan en el denominado "libro blanco", entrevistas con el agente financiero y con diversos funcionarios de la SECRETARIA y de FERRONALES, y que llevaron a cabo las visitas a las instalaciones y a la vía férrea materia del TITULO DE CONCESION.
- f) Actúa a nombre y por cuenta propia, tal como lo manifestó en la proposición que presentó en la licitación, de la cual resultó ganador, y que no actúa en representación, o en sustitución, o en cualquier otra forma por terceros, sin que, en su caso lo hubiere así manifestado en su proposición.

Expuesto lo anterior, las partes convienen en otorgar las siguientes:

#### CLÁUSULAS

**PRIMERA. CONSENTIMIENTO Y OBJETO.** El Gobierno Federal por conducto de la TESOFE y FERRONALES venden al COMPRADOR, quien compra y adquiere para sí, el número de acciones que en cada caso se estipula en esta cláusula y que en su

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 totalidad representan el 80% o PRIMER PAQUETE, del capital social de la EMPRESA FERROVIARIA. Las acciones del PRIMER PAQUETE se encuentran íntegramente suscritas y pagadas, libres de todo gravamen y limitación de dominio, en el entendido de que las acciones del PRIMER PAQUETE del Gobierno Federal se encuentran depositadas en la TESOFE conforme lo previene el artículo 76 de la Ley del Servicio de la Tesorería de la Federación.

Las acciones del PRIMER PAQUETE las adquiere el COMPRADOR de la siguiente forma:

VENDEDOR	COMPRADOR	NUMERO DE ACCIONES	CLASE Y SUBSERIE
Gobierno Federal de Transportación			Clases I y II, Series "A" y "B", Subseries "A-1, B-1, A-2 y B-2"
los Estados Unidos Ferroviaria Mexicana, Mexicanos	S. de R.L. de C.V.	1,107,190,003	Clase I, Serie "A", Subserie "A-1".
FERRONALES	Transportación Ferroviaria Mexicana, S. de R.L. de C.V.	1	
TOTAL		1,107,190,004	

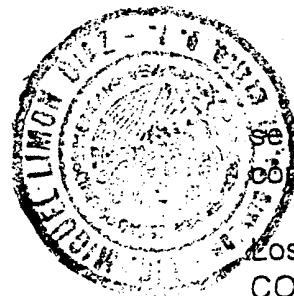
Se agrega como anexo A del presente contrato copia de los certificados provisionales representativos de las acciones objeto de esta compraventa.

El capital social variable pagado de la EMPRESA FERROVIARIA a la fecha de este contrato está representado por 359'973,850 acciones clase I, serie "A", subserie "A-2", 345'857,228 acciones clase I, serie "B", subserie "B-2", 204'691,012 acciones clase II, serie "A", subserie "A-2", 196'663,914 acciones clase II, serie "B", subserie "B-2", 141'166,215 acciones clase III, serie "A", subserie "A-2" y 135'630,286 acciones clase III, serie "B", subserie "B-2".

**SEGUNDA. PRECIO.** El precio por la compraventa a que se refiere la cláusula anterior es la cantidad total de \$11,071'900,000.00 (ONCE MIL SETENTA Y UN MILLONES NOVECIENTOS MIL PESOS 00/100 MONEDA NACIONAL), es decir, la cantidad de \$10.00 (DIEZ PESOS 00/100 MONEDA NACIONAL) por acción.

**TERCERA. PAGO.** El COMPRADOR se obliga a pagar el precio estipulado en la cláusula segunda de la siguiente manera:

- A. La cantidad de \$4,428'760,000.00 (CUATRO MIL CUATROCIENTOS VEINTIOCHO MILLONES SETECIENTOS SESENTA MIL PESOS 00/100 MONEDA NACIONAL), en el acto de la firma del presente contrato, misma que



se entrega a TESOFE y que representa el 40% del precio total de la compraventa.

Los VENDEDORES, mediante la firma de este contrato, otorgan al COMPRADOR el recibo mas amplio que en derecho proceda, respecto del pago recibido a cuenta del precio a que se alude en este inciso.

- B. El 60% restante, o sea, la cantidad de \$6,643'140,000.00 (SEIS MIL SEISCIENTOS CUARENTA Y TRES MILLONES CIENTO CUARENTA MIL PESOS 00/100 MONEDA NACIONAL), se cubrirá el dia 31 de julio de 1997, o en la fecha de firma del acta correspondiente a la conclusión de la diligencia de entrega-recepción a que se refiere la cláusula décima novena (en adelante el ACTA FINAL DE ENTREGA Y RECEPCION), lo que ocurra primero.

El pago a que se refiere el inciso B anterior, deberá ser cubierto junto con el importe correspondiente a los intereses que en los términos de la cláusula cuarta se hubieren generado durante el período correspondiente.

Cualquier pago que el COMPRADOR efectúe se aplicará, en primer lugar, a gastos, si los hubiere; en segundo lugar, a cubrir intereses ordinarios y moratorios, y finalmente, al pago del principal.

**CUARTA. INTERESES.** El saldo insoluto del precio causará intereses ordinarios a una tasa equivalente al promedio de la tasa de interés interbancaria de equilibrio (TIE) o la que la sustituya que, durante ese plazo, se haya publicado semanalmente por Banco de México en el Diario Oficial de la Federación, desde la firma de este contrato y hasta su pago total. Los intereses se causarán sobre una base diaria y por días efectivamente transcurridos.

**QUINTA. INCUMPLIMIENTO EN EL PAGO.** Las partes convienen en que si el saldo insoluto del precio no es pagado por el monto, o en la fecha señalada en la cláusula tercera, se considerará como causal de rescisión, con responsabilidad a cargo del COMPRADOR conforme lo previene el numeral 8.3 in fine de la CONVOCATORIA Y BASES, aplicándose en tal caso, la pena convencional que en dicho numeral se establece, con sujeción a lo dispuesto por la cláusula décima segunda del presente contrato.

En caso de que el COMPRADOR incumpla con el pago exacto y oportuno del saldo insoluto, pagará un interés moratorio sobre el saldo insoluto a la tasa del interés ordinario multiplicada por el factor de 1.5 durante el plazo que dure la mora, la prórroga o la espera.

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**SEXTA. PAGO ANTICIPADO.** El COMPRADOR podrá pagar anticipadamente la totalidad o parte del saldo insoluto del precio, previa notificación a la SECRETARIA con cuando menos cinco días hábiles de anticipación a la fecha del pago y siempre que se cubra conjuntamente la totalidad de los intereses devengados a esa fecha.

En ningún caso, el pago anticipado podrá tener como efecto la reducción del precio de las acciones, ni se aplicará pena alguna por pagar anticipadamente.

**SEPTIMA. FORMA Y LUGAR DE PAGO.** El precio y los intereses correspondientes deberán pagarse mediante cheque certificado o de caja, librado a favor de la Tesorería de la Federación, en la oficina del Agente Financiero, ubicada en Prolongación Paseo de la Reforma No. 500, 2o. Piso, módulo 204, Colonia Lomas de Santa Fe, C.P. 01219, México, D.F., en días y horas hábiles, de las 9:00 a las 12:00 horas, o bien, a través de una transferencia electrónica de recursos, a la cuenta que al efecto indique por escrito la Tesorería de la Federación. Tratándose del primer pago, el COMPRADOR podrá solicitar a los VENDEDORES que apliquen el monto de la garantía de seriedad de su proposición señalada en el numeral 2.2.3 de la CONVOCATORIA Y BASES.

**OCTAVA. ENTREGA DE TITULOS Y PRENDA SOBRE ACCIONES.** Los VENDEDORES, directamente o a través de la TESOFE, entregarán al COMPRADOR los títulos representativos de las acciones del PRIMER PAQUETE, debidamente endosados en propiedad; en la misma proporción en que el precio de las mismas se cubra.

Las acciones del PRIMER PAQUETE que no sean entregadas al COMPRADOR en los términos señalados en la CONVOCATORIA Y BASES y en la presente cláusula, se endosarán en propiedad, en favor del COMPRADOR, y se depositarán en Banca Serfin, S.A. Institución de Banca Múltiple, Grupo Financiero Serfin (en adelante el Depositario), quien las conservará en custodia y únicamente las entregará al COMPRADOR, conforme éste pague el precio de las mismas. Para estos efectos, la SECRETARIA notificará al depositario a más tardar dentro de los 3 días siguientes a que se efectúe el pago, a fin de que proceda a la entrega de los títulos correspondientes. En caso de que se celebre una asamblea de accionistas, el Depositario expedirá la constancia de depósito correspondiente, a efecto de que el COMPRADOR pueda ejercer sus derechos en los términos del párrafo siguiente.

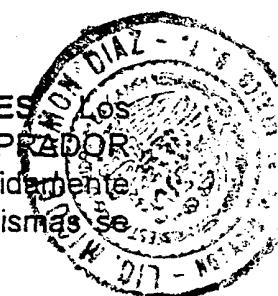
Las partes convienen en que, en tanto se hace la entrega física de las acciones, el derecho de voto de las mismas lo tendrá el COMPRADOR.

Las partes en este acto convienen en que, en tanto se cubre el precio de la compraventa objeto de este contrato, las acciones cuyos títulos le sean entregados al COMPRADOR en los términos de esta cláusula, no podrán enajenarse y sólo podrán gravarse en favor de terceros, previa autorización de la SECRETARIA, en el entendido

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de que únicamente se otorgará dicha autorización cuando el crédito que garanticen tenga como destino principal el pago del saldo insoluto del precio de esta compraventa.

Los libros contables y corporativos de la EMPRESA FERROVIARIA se entregan en este acto al COMPRADOR, quien recibe los mismos a su entera conformidad, surtiendo el presente documento los efectos de recibo respecto de los libros señalados.

**NOVENA. PERIODO DE GRACIA.** Las partes convienen en que en caso de incumplimiento del COMPRADOR, éste tendrá un período de gracia de 5 días hábiles, contados a partir de la fecha en que debió cumplir su obligación, para que satisfaga la misma en la forma y términos aquí pactados, excepto en el caso de incumplimiento de lo dispuesto en las cláusulas tercera, cuarta, quinta y décima primera de este documento, casos en los cuales, los VENDEDORES podrán rescindir de inmediato el presente contrato.

**DECIMA. REGISTRO.** Las partes convienen en instruir a la EMPRESA FERROVIARIA para que en el libro de registro de accionistas se indique expresamente cuáles acciones no han sido cubiertas a los VENDEDORES por el COMPRADOR, por lo que el incumplimiento de la obligación de pago respectiva podrá tener como efecto la rescisión del contrato de compraventa.

**DECIMA PRIMERA. CAUSALES DE VENCIMIENTO ANTICIPADO.** En tanto no se haya pagado íntegramente el precio de venta, así como los intereses devengados, los VENDEDORES podrán dar por vencido anticipadamente el plazo para liquidar el saldo insoluto del precio, si la EMPRESA FERROVIARIA otorga garantías por operaciones fuera del curso normal del negocio o por una cantidad superior al 15% del capital social, sin el consentimiento de los VENDEDORES.

Lo dispuesto en esta cláusula estará en vigor a partir de la firma del presente contrato y hasta el pago total del precio tanto por principal como por intereses ordinarios y moratorios.

**DECIMA SEGUNDA. INCUMPLIMIENTO.** En caso de que el COMPRADOR incumpla con el pago señalado en el inciso B. de la cláusula tercera y en las cláusulas cuarta y quinta, o bien, incurran en el supuesto señalado en la cláusula décima primera, los VENDEDORES podrán rescindir el presente contrato sin necesidad de declaración judicial previa, en cuyo caso, el COMPRADOR se obliga a pagar a los VENDEDORES una pena convencional por la cantidad equivalente al 40% del precio total de la compraventa objeto de este contrato.

Las partes en este acto convienen en que los VENDEDORES, en el caso de rescisión, aplicarán directamente el importe del pago señalado en el inciso A. de la cláusula tercera anterior al pago de la pena convencional que aquí se pacta, por lo que en los





terminos del artículo 2311 del Código Civil para el Distrito Federal en Materia Común y para toda la República en Materia Federal, se entenderá por devuelta virtualmente la prestación correspondiente al pago del precio a que se alude anteriormente, quedando obligado el COMPRADOR a devolver a los VENDEDORES las acciones que le hubieren sido entregadas al día hábil siguiente a aquél en que éstos le notifiquen por escrito la rescisión del presente contrato. En este acto el COMPRADOR se obliga a devolver las acciones correspondientes, libres de todo gravamen y limitación de dominio.

**DECIMA TERCERA. DESIGNACION DE NUEVO CONSEJO, ORGANO DE VIGILANCIA Y DIRECCION.** El COMPRADOR se obliga a celebrar una asamblea ordinaria de accionistas en la fecha de celebración del presente contrato, en la cual se designará un nuevo consejo de administración, órgano de vigilancia y dirección, se revocarán los poderes otorgados y, en su caso, se liberará de toda responsabilidad a los actuales consejeros, comisarios, funcionarios y representantes de la EMPRESA FERROVIARIA, a partir de la fecha de la citada asamblea, en el entendido de que respecto a la entrega y recepción de los bienes y equipo materia del CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO, y de la vía general de comunicación ferroviaria y los bienes materia del TITULO DE CONCESION, se tendrá a lo dispuesto en la cláusula décima novena siguiente.

Sin perjuicio de lo dispuesto por el artículo 17 de la Ley Reglamentaria del Servicio Ferroviario, el COMPRADOR podrá en cualquier tiempo llevar a cabo la modificación de los estatutos de la EMPRESA FERROVIARIA, en el entendido que deberán respetarse los artículos relativos a los derechos de las minorías que en los mismos se indican y que son de su conocimiento.

**DECIMA CUARTA. AJUSTE DE PRECIO.** Los VENDEDORES se obligan a ajustar el precio de la compraventa objeto de este contrato, únicamente cuando de conformidad con lo previsto en la presente cláusula, resulte una diferencia neta a favor del COMPRADOR que sea superior a \$30'000,000.00 de pesos (TREINTA MILLONES DE PESOS 00/100 MONEDA NACIONAL) y se derive únicamente de los conceptos señalados en los numerales 1 y 2 siguientes.

1. Pasivos a cargo de la EMPRESA FERROVIARIA que no se encuentren registrados total o parcialmente en los ESTADOS FINANCIEROS, incluidos los de carácter laboral, procedentes de operaciones anteriores a la firma del presente contrato o derivados de actos o hechos fuera del curso normal de dichas operaciones. Dichos pasivos serán compensados, en su caso, por los pasivos total o parcialmente inexistentes registrados en los ESTADOS FINANCIEROS, siempre que la inexistencia se derive de que dichos pasivos hubieren sido pagados.

*(Handwritten signatures and initials follow, including 'S. A.', 'J. L.', 'X', 'O', 'F', 'I', and 'J.'*

En el caso de los pasivos señalados en el párrafo anterior, únicamente se reembolsará al COMPRADOR el monto que, encontrándose obligada a pagar la EMPRESA FERROVIARIA, se hubiese cubierto efectivamente, y siempre que posteriormente no tenga directa o indirectamente ningún derecho de cualquier tipo o ningún recurso legal o administrativo, para evitar o reducir el pago correspondiente. Para los efectos del presente párrafo, únicamente se considerarán los pasivos cuya reclamación se hubiere presentado en los términos de la cláusula décima séptima de este contrato.

Tratándose de pasivos no registrados derivados de responsabilidades en materia ecológica y protección al ambiente, se tendrá a lo dispuesto sobre el particular en el TITULO DE CONCESION. Para tal efecto, FERRONALES, en este contrato, se obliga a realizar los actos que en el TITULO DE CONCESION se señalan como responsabilidad de dicho organismo. En consideración a lo anterior, las partes convienen en que los pasivos no registrados a que se alude en este párrafo, únicamente podrán ser reclamados en los términos del citado TITULO DE CONCESION, por lo que no procederá ninguna reclamación sobre los mismos, en los términos de lo dispuesto en la presente cláusula.

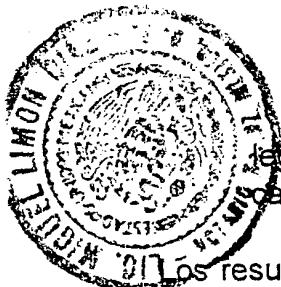
2. Activos fijos inexistentes en función de la relación y avalúo que se acompaña al CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO, sin considerar para estos efectos las variaciones en el valor que, en su caso, tuviesen los activos señalados. Dichos activos serán compensados, en su caso, por los activos fijos existentes similares a favor de la EMPRESA FERROVIARIA, no registrados total o parcialmente en la relación de activos antes indicada.

Tratándose de los ajustes derivados de activos fijos, únicamente procederán cuando éstos no existan, y no podrán versar sobre la calidad, estado de conservación, valuación contable, políticas contables o cualquier otro concepto que no sea estrictamente el que se indica en este párrafo, siempre que dicha inexistencia no se reclame o haya sido reclamada conforme al CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO señalado en la declaración I, inciso d) de este contrato.

En el supuesto de la inexistencia de activos fijos, los VENDEDORES tendrán a su entera discreción, la facultad de ajustar el precio en los términos de esta cláusula, o bien, reponer los activos inexistentes por otros de similares características, condiciones y valor.

Para efectos del ajuste que, en su caso, debiere de hacerse, se considerará en el caso de activos fijos inexistentes el valor establecido para ellos en el avalúo señalado en el primer párrafo del numeral 2 de esta cláusula. El ajuste correspondiente se llevará a cabo en pesos mexicanos, por lo que, considerando que el citado avalúo se encuentra denominado en dólares, moneda del curso

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legal de los Estados Unidos de América, se aplicará para tal efecto el tipo de cambio de \$7.9085 pesos por dólar.

Los resultados obtenidos conforme a los numerales 1 y 2 anteriores serán, a su vez, compensados entre si, a efecto de obtener, en su caso, la diferencia neta en favor del COMPRADOR.

Los VENDEDORES cubrirán la cantidad que resulte a favor del COMPRADOR, siempre que ésta exceda de la cifra señalada en el primer párrafo de esta cláusula, en un plazo no mayor a 10 días hábiles, contados a partir de la fecha en que se determine el ajuste definitivo del precio. Las partes convienen que, en caso de que exista algún saldo insoluto a favor de los VENDEDORES, se podrá efectuar la compensación correspondiente hasta por el monto del adeudo menor.

Para efectos del ajuste del precio, el costo financiero que en su caso se genere, se calculará a una tasa equivalente a la de CETES (Certificados de la Tesorería de la Federación) a 28 días, aplicable durante el período que corresponda.

**DECIMA QUINTA. RECLAMACION DE PASIVOS.** Las partes convienen en que en caso del ajuste del precio derivado de pasivos a cargo de la EMPRESA FERROVIARIA señalados en el numeral 1 de la cláusula anterior, únicamente procederá el pago de los mismos cuando:

- a) El COMPRADOR notifique por escrito y en forma fehaciente a los VENDEDORES, a través de la SECRETARIA, y dentro de los 5 días naturales siguientes a que les hubiere sido notificada la existencia respectiva del pasivo o cualquier reclamación derivada del mismo, ya sea judicial o extrajudicialmente, a efecto de que los VENDEDORES tomen, en su caso, las medidas que consideren oportunas.
- b) La EMPRESA FERROVIARIA deberá defender judicial o extrajudicialmente las reclamaciones respectivas, sujetándose a lo que los VENDEDORES indiquen.
- c) El COMPRADOR proporcione a los VENDEDORES o a su representante, siempre y cuando se solicite oportunamente, la información y elementos necesarios de que dispongan para que, en el caso de que los VENDEDORES decidan proceder a la defensa de las reclamaciones correspondientes, cuenten con los medios necesarios para ello. En este caso, la EMPRESA FERROVIARIA quedará obligada a otorgar los poderes que se requieran en favor de las personas que los VENDEDORES determinen, en el entendido de que la falta de otorgamiento de dichos poderes tendrá como efecto la improcedencia del ajuste correspondiente al precio.



El pasivo o la reclamación derivada del mismo no surja como consecuencia directa de una omisión o acción atribuible a la EMPRESA FERROVIARIA a partir de la conclusión del acto de entrega y recepción o atribuible al COMPRADOR en todo tiempo.

Cuando las reclamaciones a que se alude en los incisos anteriores se deriven de actos de los que, en términos de este contrato, sean responsables los VENDEDORES, todos los gastos y costos de la defensa que en su caso realice la EMPRESA FERROVIARIA, les serán reintegrados por los VENDEDORES, siempre y cuando éstos sean razonables, estén debidamente comprobados y se relacionen directamente con las reclamaciones mencionadas en los incisos anteriores. Las cantidades correspondientes a los conceptos aludidos en este párrafo, les serán reintegradas al COMPRADOR por los VENDEDORES en un plazo de 20 días naturales, contados a partir de la fecha en que los mismos fueren determinados.

**DECIMA SEXTA. PLAZO DE RECLAMACIONES.** El COMPRADOR tendrá un plazo de 180 días naturales, contados a partir de la fecha de firma del acta de entrega-recepción a que se alude en la cláusula décima novena, para solicitar el ajuste del precio, en los términos de la cláusula décima cuarta.

Sin perjuicio de la obligación contenida en el inciso a) de la cláusula anterior, la solicitud de ajuste del precio, deberá presentarse en un solo escrito.

La procedencia de cualquier ajuste al precio será determinada en los términos de las cláusulas vigésima y vigésima primera siguientes.

**DECIMA SEPTIMA. OTROS PASIVOS.** Tratándose de pasivos derivados de obligaciones fiscales, financieras o laborales no registrados en los ESTADOS FINANCIEROS y cuyo origen fuere anterior a la fecha del presente contrato, el COMPRADOR podrá solicitar su pago o restitución durante un plazo igual al que la legislación actualmente en vigor establece para la prescripción o caducidad del derecho o acción base de la reclamación, aplicándose en lo conducente para este caso, la cláusula décima quinta.

**DECIMA OCTAVA. SANEAMIENTO.** Los VENDEDORES se obligan con el COMPRADOR al saneamiento para el caso de evicción.

**DECIMA NOVENA. ENTREGA DE BIENES Y EQUIPO, DE LA VIA DE COMUNICACION FERROVIARIA Y DE LOS BIENES CONCESIONADOS E INICIO**



DE OPERACIONES. Las partes convienen en que la diligencia de entrega y recepción de la EMPRESA FERROVIARIA comprende tres fases:

- a) Entrega de acciones, para la cual las partes se tendrán a lo dispuesto en la cláusula octava anterior.
- b) Entrega de los bienes y equipo materia del CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO, para la cual, las parte se sujetarán a lo dispuesto en el citado contrato.
- c) Entrega de la vía general de comunicación ferroviaria y de los bienes materia del TITULO DE CONCESION, para la cual, las partes se sujetarán a lo que dispone este último documento.

Sin perjuicio de lo dispuesto en los documentos referidos en los incisos b) y c) anteriores, para efectos de la entrega y recepción de los bienes señalados en los mismos, los VENDEDORES convienen en establecer de común acuerdo con la EMPRESA FERROVIARIA, y el COMPRADOR se obliga a tomar todas las medidas necesarias para que la EMPRESA FERROVIARIA establezca con los VENDEDORES, los términos y condiciones conforme a los cuales se llevará a cabo la diligencia de entrega y recepción correspondiente, en el entendido de que la misma deberá estar concluida a más tardar el día 31 de julio de 1997.

A la conclusión de la diligencia de entrega y recepción señalada, se levantará el ACTA FINAL DE ENTREGA Y RECEPCION en la que se harán constar los bienes y equipo entregados, las características de su entrega, la entrega de la vía general de comunicación ferroviaria y de los bienes materia del TITULO DE CONCESION. Lo anterior, sin perjuicio de la posibilidad de efectuar entregas parciales y previas de los bienes señalados en los incisos b) y c) de la presente cláusula, en cuyo caso, se estará a lo dispuesto en los documentos aludidos en los citados incisos.

Las actas en las que se hagan constar dichas diligencias serán firmadas por un representante de cada parte y por las personas que concurren, así como por dos testigos, en el entendido de que la omisión de cualquier firma, no invalidará el contenido y alcance de éstas.

Los actos que se susciten durante la diligencia de entrega y recepción señalada, así como los acuerdos a los que sobre el particular lleguen la EMPRESA FERROVIARIA y los VENDEDORES, se anotarán en una bitácora que se agregará al ACTA FINAL DE ENTREGA Y RECEPCION.

VIGESIMA. AUDITORIA DE COMPRA. El COMPRADOR podrá llevar a cabo una auditoría de compra con el fin de determinar la existencia de pasivos no registrados o la inexistencia de activos fijos a que se alude los numerales 1 y 2 de la cláusula décima

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cuarta anterior. Dicha auditoría, en su caso, podrá iniciar al día hábil siguiente de la fecha de firma del presente contrato y en ningún caso podrá exceder del plazo de 120 días naturales contados a partir de la fecha del ACTA FINAL DE ENTREGA Y RECEPCION.

El costo y los gastos de la auditoría serán cubiertos por el COMPRADOR.

Al término de la auditoría, el auditor levantará un acta de la que entregará una copia a cada una de las partes, en el entendido de que su dictamen no obligará en forma alguna a los VENDEDORES.

Cuando como resultado de la auditoría aparezcan activos fijos no registrados, los VENDEDORES deberán retirar los mismos conforme a lo dispuesto en este contrato, o bien, proceder con ellos a las restituciones o compensaciones señaladas en la cláusula décima cuarta de este contrato.

**VIGESIMA PRIMERA. PROCEDENCIA DE LA RECLAMACION.** Para los efectos de los previsto en el numeral 9.7 de la CONVOCATORIA Y BASES, las partes convienen en designar a KPMG Cárdenas, Dosal, S.C. (en lo sucesivo el "DESPACHO") para que resuelva sobre la procedencia de las reclamaciones derivadas de pasivos no registrados o activos inexistentes que, en su caso, presente el COMPRADOR, a fin de que se ajuste el precio de la presente compraventa.

En caso de que el DESPACHO no pudiera desempeñar sus funciones o se abstenga de emitir el dictamen correspondiente, las partes podrán convenir en que la selección de un nuevo despacho se hará en base a la lista de despachos que como anexo 11 se agrega al presente contrato. La invitación a los referidos despachos se hará en el mismo orden en que aparecen en la referida lista.

Ambas partes cubrirán por partes iguales los costos y gastos en que incurra el DESPACHO.

El DESPACHO, en el desempeño de sus funciones, actuará con la más amplia libertad, pudiéndose allegar los elementos de juicio que considere oportunos, obligándose las partes a proporcionarle los que le sean requeridos para tal propósito.

El dictamen del DESPACHO será definitivo, obligará a las partes en sus términos y no podrá ser materia de recurso alguno.

Lo dispuesto en los párrafos precedentes constituye un compromiso arbitral en los términos del artículo 1423 del Código de Comercio, sujetándose las partes a lo dispuesto al efecto en dicho ordenamiento, en lo que expresamente no se contenga en la presente cláusula.



**VIGESIMA SEGUNDA. LIMITACION A LA CIRCULACION DE ACCIONES.** El COMPRADOR se obliga en este acto a no transmitir directa o indirectamente, total o parcialmente, ya sea en forma conjunta o separada, el 51% de las acciones con derecho a voto representativas del capital suscrito y pagado de la EMPRESA FERROVIARIA, sin el previo consentimiento de la SECRETARIA. Esta obligación estará en vigor por un período de tres años, contados a partir de la fecha de inicio de vigencia del TITULO DE CONCESION.

Para determinar si una acción tiene derecho a voto, se estará a lo dispuesto al efecto en los estatutos sociales de la EMPRESA FERROVIARIA.

**VIGESIMA TERCERA. OFERTA PUBLICA DEL SEGUNDO PAQUETE.** El COMPRADOR hace constar que tiene conocimiento de que el Gobierno Federal pretende ofrecer y colocar en el mercado de valores, las acciones correspondientes al SEGUNDO PAQUETE, y que para tal efecto, el COMPRADOR se compromete a adoptar las resoluciones necesarias, con el fin de que la EMPRESA FERROVIARIA, conjuntamente con el Gobierno Federal, realice los trámites y procedimientos necesarios para obtener la inscripción de la sociedad y las acciones correspondientes en el Registro Nacional de Valores e Intermediarios, así como las autorizaciones de la Comisión Nacional Bancaria y de Valores y, en su caso, de las autoridades correspondientes de otros países.

**VIGESIMA CUARTA. ASISTENCIA PARA LA COLOCACION PUBLICA.** A efecto de que los VENDEDORES puedan lograr su objetivo de colocación de las acciones del SEGUNDO PAQUETE, el COMPRADOR se obliga desde ahora a qué la EMPRESA FERROVIARIA tome todas las acciones, acuerdos y resoluciones que fueren razonablemente necesarios, y a proporcionar a los VENDEDORES toda la información y documentación razonablemente requerida para dicho objetivo, y a hacer que la EMPRESA FERROVIARIA no tome, ni directa ni indirectamente, cualquier acción o determinación que pudiera impedir u obstaculizar en cualquier forma dicho objetivo, ni adoptarán medida alguna que pudiera producir directa o indirectamente el incumplimiento de las obligaciones que para la EMPRESA FERROVIARIA se derivan del mismo.

**VIGESIMA QUINTA. COLOCACION DE ACCIONES.** En el supuesto de que la EMPRESA FERROVIARIA y sus accionistas deseen colocar acciones de dicha sociedad en mercados de valores, tanto en México como en el extranjero, las partes convienen en notificar a la otra de su determinación, previamente a la colocación, a efecto de que, de común acuerdo, establezcan las bases, términos y condiciones de la

mismas que eviten efectos negativos o contrapuestos en los mercados de valores para las acciones objeto de la colocación.

Lo dispuesto en el párrafo anterior será aplicable para la colocación en mercados de valores de cualquier instrumento emitido por la sociedad, cuando directa o indirectamente puedan afectar el mercado de las acciones emitidas por la EMPRESA FERROVIARIA.

Las partes convienen que en caso de colocaciones que se lleven a cabo de común acuerdo, los gastos y costos de las mismas serán cubiertos proporcionalmente a los títulos objeto de la colocación, de lo contrario, cada parte absorberá los gastos y costos de su colocación, con excepción de lo dispuesto en el párrafo siguiente.

Los costos y gastos de los registros y autorizaciones de la sociedad y de las acciones correspondientes, ante las autoridades competentes e instituciones del mercado de valores, necesarios para la colocación de las mismas en dicho mercado de valores, serán cubiertos íntegramente por la EMPRESA FERROVIARIA, con excepción de los honorarios del Agente Colocador y sus gastos relacionados.

**VIGESIMA SEXTA. ADQUISICION DEL SEGUNDO PAQUETE.** En caso de que por cualquier causa el Gobierno Federal no enajene la totalidad o parte de las acciones del SEGUNDO PAQUETE dentro del plazo de 24 meses, el COMPRADOR se compromete a adquirirlas proporcionalmente a su participación accionaria en la fecha de celebración del presente contrato, al precio que resulte de aplicar al precio de venta de las acciones del PRIMER PAQUETE, el porcentaje de cambio en las Unidades de Inversión (UDI's) que publique el Banco de México, desde la fecha de firma del presente contrato y hasta la fecha de pago del SEGUNDO PAQUETE.

El COMPRADOR deberá efectuar el pago por las acciones a que se refiere la presente cláusula, dentro de los 60 días naturales siguientes a que la SECRETARIA le notifique el número de acciones que, en los términos de esta cláusula, se encuentre obligado a adquirir.

El precio al que se alude en el primer párrafo de esta cláusula se ajustará únicamente en función: a) de los dividendos que las citadas acciones hubieren pagado en efectivo o en bienes distintos al numerario; b) de los ajustes en el precio señalado en la cláusula décima cuarta anterior; y c) a la división de acciones que en su caso se acordara (split).

En el supuesto de que en el plazo de 24 meses referido en el primer párrafo de esta cláusula, los VENDEDORES no hayan colocado el SEGUNDO PAQUETE en el mercado de valores en los términos de la cláusula vigésima tercera, los VENDEDORES se obligan a enajenar al COMPRADOR el SEGUNDO PAQUETE, al precio establecido en el primer párrafo de esta cláusula.





Lo dispuesto en la presente cláusula constituye tanto una promesa unilateral de compra de los bienes del COMPRADOR, como una promesa unilateral de venta por parte de los VENDEDORES, por lo cual, las partes convienen en que la primera tendrá una vigencia de 26 meses, contados a partir de la fecha de firma del presente contrato, y la segunda, una vigencia de un mes, contado a partir del vencimiento del plazo a que se alude en el primer párrafo de esta cláusula.

**VIGESIMA SEPTIMA. CARGA EN TRANSITO.** El COMPRADOR se compromete a tomar todas las medidas necesarias, a efecto de que la EMPRESA FERROVIARIA asuma las responsabilidades, a partir de la fecha del ACTA FINAL DE ENTREGA Y RECEPCION, de los contratos de transporte que estén en vigor, con todas las entregas de cualquier naturaleza que se encuentren en tránsito en ese mismo momento, en los términos y condiciones que para las mismas hubiere pactado FERRONALES, en el entendido de que tendrá derecho a los ingresos por dicho concepto en proporción a la parte del trayecto por el que se hubieren hecho cargo de la entrega. Por lo que se refiere a las responsabilidades, en caso de incumplimiento, penalizaciones o daños a la carga, cada una de las partes será responsable del segmento y del período que a cada una de ellas le haya correspondido.

**VIGESIMA OCTAVA. BIENES PROPIEDAD DE FERRONALES.** FERRONALES en este acto se obliga a retirar de la vía férrea y de los bienes (tal y como se definen en el TITULO DE CONCESION) a su cargo y costo, todos los bienes de su propiedad, dentro de un plazo que no podrá exceder de 180 días naturales, contados a partir de la fecha en que se concluya la diligencia de entrega y recepción en los términos de la cláusula décima novena de este contrato.

**VIGESIMA NOVENA. GASTOS.** Todos los gastos derivados de la celebración y, en su caso, del registro del presente contrato, serán exclusivamente por cuenta del COMPRADOR. Cualquier gasto que realicen los VENDEDORES, cuando éstos sean a cargo del COMPRADOR, les serán reembolsados por éstos últimos dentro de los tres días hábiles siguientes a que así se los soliciten por escrito. La mora en el pago de los gastos generará intereses moratorios a la tasa establecida en la cláusula quinta de este contrato.

**TRIGESIMA. CLAUSULA DE EXTRANJERIA.** El COMPRADOR se compromete a no invocar la protección de ningún gobierno extranjero, bajo la pena, en caso de faltar a lo anterior, de perder en favor de la Nación Mexicana, todos los bienes y derechos que hayan adquirido o que llegue a adquirir por el presente contrato.



**TRIGESIMA PRIMERA. INTERPRETACION.** En caso de duda o controversia entre las disposiciones del presente contrato y cualquier otra disposición o contrato relacionado con el proceso de licitación materia de la CONVOCATORIA Y BASES, las partes estarán, en primer lugar, a lo dispuesto en el presente contrato, en segundo lugar, a lo señalado en el CONTRATO DE COMPRAVENTA DE BIENES Y EQUIPO, así como a los ESTADOS FINANCIEROS y en los estados financieros proforma que al efecto les entreguen los VENDEDORES al COMPRADOR, en tercer lugar, al TITULO DE CONCESION y, finalmente, a la CONVOCATORIA Y BASES.

**TRIGESIMA SEGUNDA. RESCISION.** Las partes convienen expresamente en que los VENDEDORES podrán rescindir el presente contrato con responsabilidad para el COMPRADOR, sin necesidad de resolución judicial previa, cuando éste hubiese actuado por un tercero sin haberlo así manifestado en el presente contrato o en la proposición que resultó ganadora de la licitación, faltando a lo dispuesto en el inciso f) de la declaración II de este documento, misma que se tiene por reproducida en esta cláusula. Las partes convienen que en el caso de rescisión referido en esta cláusula, el COMPRADOR quedará obligado a reintegrar las acciones del PRIMER PAQUETE y, en su caso, del SEGUNDO PAQUETE a los VENDEDORES y a pagar como pena convencional, una cantidad igual al precio que hubiere pagado por las acciones que haya adquirido a la fecha de la rescisión.

Las partes en este acto convienen en que los VENDEDORES, en el caso de rescisión, aplicarán directamente los pagos que hayan recibido del COMPRADOR al pago de la pena convencional que aquí se pacta, por lo que en los términos del artículo 2311 del Código Civil para el Distrito Federal en Materia Común y para toda la República en Materia Federal, se entenderá por devuelta virtualmente la prestación correspondiente al pago del precio, quedando únicamente obligado el COMPRADOR a devolver las acciones del PRIMER PAQUETE y, en su caso, del SEGUNDO PAQUETE que hubiere adquirido, el día hábil siguiente a aquél en que los VENDEDORES le notifiquen la rescisión del presente contrato, mediante simple comunicación escrita.

**TRIGESIMA TERCERA. JURISDICCION.** Para la interpretación y cumplimiento del presente contrato, las partes se someten expresamente a los tribunales federales con sede en la Ciudad de México, Distrito Federal y renuncian a cualquier otro fuero, que por razón de su domicilio presente o futuro, pudiera corresponderles.

**TRIGESIMA CUARTA. DOMICILIOS.** Para todos los efectos derivados del presente contrato, los VENDEDORES y el COMPRADOR señalan como sus domicilios los siguientes:

*[Handwritten signatures and initials, including 'J.P.', 'C.', and 'H.' over a signature.]*

**LOS VENDEDORES:**

**TESOFE:**

Av. Constituyentes No. 1001  
Edificio "A", 4º. Piso  
Col. Belén de las Flores  
01110 México, D.F.

**FERRONALES:**

Avenida Jesús García Corona No. 140  
Col. Buenavista  
Deleg. Cuauhtemoc  
06358 México, D.F.

**EL COMPRADOR:**

Av. de la Cúspide No. 4755  
Col. Parques del Pedregal  
Deleg. Tlalpan  
14110 México, D.F.

El presente contrato se firma en la Ciudad de México, Distrito Federal, en 6 tantos, a los 31 días del mes de enero de 1997.

**LOS VENDEDORES**

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GOBIERNO FEDERAL DE LOS ESTADOS  
UNIDOS MEXICANOS POR CONDUCTO DE LA  
TESORERIA DE LA FEDERACION  
REPRESENTADA POR EL

LIC. PABLO ESCALANTE TATTERSFIELD  
SUBTESORERO DE OPERACION, EN ABSENCIA DEL TESORERO DE LA FEDERACION, CON  
FUNDAMENTO EN EL ARTICULO 105 DEL REGLAMENTO INTERIOR DE LA  
SECRETARIA DE HACIENDA Y CREDITO PUBLICO

---

FERROCARRILES NACIONALES DE MEXICO  
REPRESENTADO POR EL  
LIC. LUIS ANTONIO DE PABLO SERNA



EL COMPRADOR



TRANSPORTACION FERROVIARIA MEXICANA, S. DE R.L. DE C.V.  
REPRESENTADA POR LOS SEÑORES  
LIC. MARIO MOHAR PONCE Y  
LIC. HELADIO MEJIA PERICAS

*Li*  
SECRETARIA DE COMUNICACIONES Y TRANSPORTES  
REPRESENTADA POR EL  
DR. AARON DYCHTER POLTOLAREK

*[Signature]*  
ING. JOSE SERRANO SEGOVIA  
PRESIDENTE DEL CONSEJO DE ADMINISTRACION DE  
TRANSPORTACION MARITIMA MEXICANA, S.A. DE C.V.

*Landon H. Rowland*  
SR. LANDON H. ROWLAND  
PRESIDENTE DEL CONSEJO DE ADMINISTRACION DE  
KANSAS CITY SOUTHERN INDUSTRIES INC.

## TESTIGO DE HONOR



ARQ. EMILIO CARRERA CORTES  
COMISARIO PUBLICO PROPIETARIO DE LA  
SECRETARIA DE CONTRALORIA  
Y DESARROLLO ADMINISTRATIVO

A:NORESTE/CONTRATO  
MBE/tac.  
30/enero/1997

*[Large, illegible handwritten signature, appearing to read 'ECC. ARQ. EMILIO CARRERA CORTES']*

REP. MARK	NUMBER	REP. MARK	NUMBER	TYPE	CANAC	COMPANY USE
NM	43303	TFM	200	NE	5,000	
NM	43308	TFM	201	NE	5,000	
NM	43317	TFM	202	NE	5,000	
NM	43367	TFM	203	NE	5,000	
NM	43370	TFM	204	NE	5,000	
NM	43375	TFM	205	NE	5,000	
NM	43376	TFM	206	NE	5,000	
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NM	44330	TFM	248	NE	5,000	
NM	44355	TFM	249	NE	5,000	
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NM	44357	TFM	251	NE	5,000	

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NM	44363	TFM	253	NE	5,000
NM	44371	TFM	254	NE	5,000
NM	44374	TFM	255	NE	5,000
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NM	44463	TFM	269	NE	5,000
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NM	44468	TFM	271	NE	5,000
NM	44469	TFM	272	NE	5,000
NM	44500	TFM	273	NE	5,000
NM	44508	TFM	274	NE	5,000
NM	123011	TFM	275	NE	5,000
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NM	123033	TFM	279	NE	5,000
NM	123034	TFM	280	NE	5,000
NM	123037	TFM	281	NE	5,000

REP. MARK	SERIES	REP.MARK	SERIES	MECH	TYPE	CANAC	COMPANY USE
NDM	140481	TFM	72000	FC	P721	14,916	
NDM	144043	TFM	72001	FC	P721	20,640	
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NM	144067	TFM	72017	FC	P720	21,018	
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NDM	144069	TFM	72019	FC	P720	20,640	
NDM	144071	TFM	72020	FC	P720	20,640	
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NM	40098	TFM	73011	FC	P751	17,831	
NM	40100	TFM	73012	FC	P751	17,831	
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NDM	144227	TFM	73103	FC	P751	20,640
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NDM	144233	TFM	73107	FC	P751	20,640
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NM	144238	TFM	73110	FC	P751	21,018
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NDM	144303	TFM	73147	FC	P751	20,640
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NDM	144308	TFM	73149	FC	P751	20,640
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FCP	2342	TFM	73502	FC	P782	15,572

FCP	2350	TFM	73503	FC	P782	15,572
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NDM	40413	TFM	73506	FC	P782	19,007
NDM	40417	TFM	73507	FC	P782	19,007
NDM	40418	TFM	73508	FC	P782	19,007
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NDM	40421	TFM	73510	FC	P782	19,007
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NM	39865	TFM	71515	LP	L027	9,663
NDM	39876	TFM	71516	LP	L027	13,106
NDM	39877	TFM	71517	LP	L027	13,106
NDM	39878	TFM	71518	LP	L027	13,106

NDM	39879	TFM	<b>71519</b>	LP	L027	13,106
NDM	39880	TFM	<b>71520</b>	LP	L027	13,106
NDM	39881	TFM	<b>71521</b>	LP	L027	13,106
NDM	39883	TFM	<b>71522</b>	LP	L027	13,106
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NM	39888	TFM	<b>71525</b>	LP	L027	9,663
NDM	39889	TFM	<b>71526</b>	LP	L027	13,106
NDM	39890	TFM	<b>71527</b>	LP	L027	13,106
NDM	39891	TFM	<b>71528</b>	LP	L027	13,106
NDM	39892	TFM	<b>71529</b>	LP	L027	13,106
NDM	39893	TFM	<b>71530</b>	LP	L027	13,106
NDM	39894	TFM	<b>71531</b>	LP	L027	13,106
NDM	39895	TFM	<b>71532</b>	LP	L027	13,106
NDM	39896	TFM	<b>71533</b>	LP	L027	13,106
NDM	39898	TFM	<b>71534</b>	LP	L027	13,106
NDM	39900	TFM	<b>71535</b>	LP	L027	13,106
NDM	39901	TFM	<b>71536</b>	LP	L027	13,106
NDM	39903	TFM	<b>71537</b>	LP	L027	13,106
NDM	39905	TFM	<b>71538</b>	LP	L027	13,106
NM	39908	TFM	<b>71539</b>	LP	L027	9,663
NM	39909	TFM	<b>71540</b>	LP	L027	9,663
NDM	39910	TFM	<b>71541</b>	LP	L027	13,106
NDM	39912	TFM	<b>71542</b>	LP	L027	13,106
NDM	39913	TFM	<b>71543</b>	LP	L027	13,106
NM	39915	TFM	<b>71544</b>	LP	L027	9,663
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NDM	40501	TFM	<b>71546</b>	LP	L027	19,007
NDM	40506	TFM	<b>71547</b>	LP	L027	19,007
NDM	40541	TFM	<b>71548</b>	LP	L027	19,007
NDM	40551	TFM	<b>71549</b>	LP	L027	19,007
NDM	40553	TFM	<b>71550</b>	LP	L027	19,007
NDM	40556	TFM	<b>71551</b>	LP	L027	19,007
NDM	40558	TFM	<b>71552</b>	LP	L027	19,007
NDM	40591	TFM	<b>71553</b>	LP	L027	19,007
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NM	40593	TFM	<b>71555</b>	LP	L027	17,831
NDM	40596	TFM	<b>71556</b>	LP	L027	19,007
NDEM	140616	TFM	<b>71557</b>	LP	L027	7,428
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NDM	140673	TFM	<b>71559</b>	LP	L027	14,916
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NDM	39371	TFM	<b>7028</b>	6,207
NDM	39382	TFM	<b>7029</b>	6,207
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NDM	140208	TFM	<b>7064</b>	20,348
NDM	140231	TFM	<b>7065</b>	20,348

10,410,767

Rep Mark	Number	Rep Mark	Number	CANAC	COMPANY USE
FCP	8374	TFM	50003	24,526	
FCP	8375	TFM	50004	24,526	
FCP	8376	TFM	50005	24,526	
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NDM	130182	TFM	56428	12,120
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NDEM	88909	TFM	59089	16,238
NDM	88911	TFM	59090	18,453

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NDM	117010	TFM	67002	28,873
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NDM	116106	TFM	67010	27,559
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NDM	117535	TFM	67012	28,873
NDM	117782	TFM	67013	28,873
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NDEM	80230			14,694
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NM	53598	TFM	5004	16,116
NDM	53622	TFM	5005	12,985
NDM	53626	TFM	5006	12,985
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NDM	53758	TFM	5023	12,985
NM	82759	TFM	5024	3,100
NM	85942	TFM	5025	7,574

Rep. Mark	Number	Rep. Mark	Number	Des.	Mech.	COMPANY USE		
						Type	Code	CANAC
FCP	21196	TFM	81000	LO	C113	28,493		
FCP	21249	TFM	81001	LO	C113	28,493		
FCP	21286	TFM	81003	LO	C113	28,493		
FCP	21288	TFM	81004	LO	C113	28,493		
NDEM	118501	TFM	81005	LO	C113	26,768		
NDEM	118578	TFM	81006	LO	C113	26,768		
NDM	119000	TFM	81008	LO	C113	29,899		
NDM	119003	TFM	81009	LO	C113	29,899		
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NDM	119033	TFM	81011	LO	C113	29,899		
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NM	119055	TFM	81014	LO	C113	29,264		
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NDM	119059	TFM	81018	LO	C113	29,899		
NDM	119060	TFM	81019	LO	C113	29,899		
NM	119061	TFM	81020	LO	C113	29,264		
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NDM	119066	TFM	81025	LO	C113	29,899		
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NDM	119068	TFM	81027	LO	C113	29,899		
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NM	119072	TFM	81031	LO	C113	29,264		
NM	119073	TFM	81032	LO	C113	29,264		
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NDM	119076	TFM	81035	LO	C113	29,899		
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NM	119081	TFM	81040	LO	C113	29,264		
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NM	119084	TFM	81043	LO	C113	29,264		
NDM	119086	TFM	81044	LO	C113	29,899		
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NDEM	119146	TFM	81100	LO	C113	28,614
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NDM	119149	TFM	81103	LO	C113	29,899
NDM	119150	TFM	81104	LO	C113	29,899
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NM	119183	TFM	81134	LO	C113	29,264
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NDM	119195	TFM	81145	LO	C113	29,899
NM	119196	TFM	81146	LO	C113	29,264
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NM	119239	TFM	81185	LO	C113	29,264
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NDM	81808	TFM	42007	HTA	H260	8,060
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NDM	81749	TFM	4048	HM	H240	3,402
NDM	81758	TFM	4049	HM	H240	3,402
NDM	89001	TFM	4050	HM	H240	24,710
NDM	89008	TFM	4051	HM	H240	24,710
NDM	89009	TFM	4052	HM	H240	24,710
NM	89010	TFM	4053	HM	H240	21,377
NM	89013	TFM	4054	HM	H240	21,377
NDM	89014	TFM	4055	HM	H240	24,710
NDM	89015	TFM	4056	HM	H240	24,710
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NDM	89018	TFM	4058	HM	H240	24,710
NDM	89020	TFM	4059	HM	H240	24,710
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NDM	89026	TFM	4063	HM	H240	24,710
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NDM	89034	TFM	4066	HM	H240	24,710
NDM	89035	TFM	4067	HM	H240	24,710
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NDM	89042	TFM	4071	HM	H240	24,710
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NDM	89078	TFM	4082	HM	H240	24,710
NDM	89080	TFM	4083	HM	H240	24,710
NDM	89082	TFM	4084	HM	H240	24,710

NM	89083	TFM	4085	HM	H240	21,377
NM	89088	TFM	4086	HM	H240	21,377
NDM	89092	TFM	4087	HM	H240	24,710
NDM	89100	TFM	4088	HM	H240	24,710
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NDM	89140	TFM	4096	HM	H240	24,710
NDM	89426	TFM	4097		HK	24,710
VFXX	1003	TFM	4098			2,500
VFXX	1004	TFM	4099			2,500
VFXX	1005	TFM	4100			2,500
VFXX	1006	TFM	4101			2,500
VFXX	1007	TFM	4102			2,500
VFXX	1011	TFM	4103			2,500
VFXX	1014	TFM	4104			2,500
VFXX	1017	TFM	4105			2,500
VFXX	1020	TFM	4106			2,500
SBC	4720	TFM	4107			2,500
SBC	4724	TFM	4108			2,500
FCM	5502	TFM	4109			2,300
FCM	5503	TFM	4110			2,300
FCM	5509	TFM	4111			2,300
FCM	5512	TFM	4112			2,300
FCM	5517	TFM	4113			2,300
FCM	5519	TFM	4114			2,300
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FCP	10723	TFM	4123			2,500
FCP	10740	TFM	4124			2,500
FCP	10758	TFM	4125			2,500
FCM	10766	TFM	4126			2,500
FCP	10770	TFM	4127			2,500
FCP	10797	TFM	4128			2,500
FCP	10809	TFM	4129			2,500
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NDM	81114	TFM	4132			3,402
NDEM	81128	TFM	4133			3,144
NDM	81138	TFM	4134			3,402
NDM	81150	TFM	4135			3,402
NDEM	81165	TFM	4136			3,144
NDM	81182	TFM	4137			3,402
NDM	81183	TFM	4138			3,402
NDM	81184	TFM	4139			3,402
NDEM	81187	TFM	4140			3,144
NDM	81211	TFM	4141			3,402
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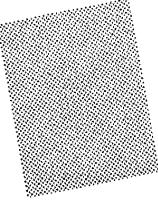
NDM	81262	TFM	4145	3,402
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NDEM	81277	TFM	4147	3,144
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NDEM	81302	TFM	4151	3,144
NDM	81310	TFM	4152	3,402
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NDM	81315	TFM	4154	3,402
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NDM	81333	TFM	4157	3,402
NDEM	81334	TFM	4158	3,144
NDM	81340	TFM	4159	3,402
NDM	81341	TFM	4160	3,402
NDM	81344	TFM	4161	3,402
NDM	81360	TFM	4162	3,402
NDM	81363	TFM	4163	3,402
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NDM	89271	TFM	4173	24,710
NDM	89275	TFM	4174	24,710
NDM	89282	TFM	4175	24,710
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NDEM	89314	TFM	4179	26,085
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NDM	89397	TFM	4198	24,710
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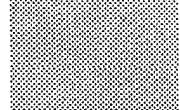
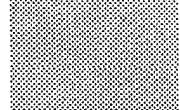
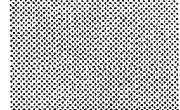
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NDM	89708	TFM	4254	24,710
NDEM	89709	TFM	4255	26,085
NM	89712	TFM	4256	21,377
NDM	89715	TFM	4257	24,710
NDM	89717	TFM	4258	24,710
NDM	89720	TFM	4259	24,710
NDEM	89726	TFM	4260	26,085
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NDM	89737	TFM	4262	24,710
NDM	89739	TFM	4263	24,710
NDM	89742	TFM	4264	24,710

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NDM 89815  
NM 89858  
NM 89881  
NDM 89889  
NDM 89910

TFM 4265  
TFM 4266  
TFM 4267  
TFM 4268  
TFM 4269  
TFM 4270

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15,390.051



REP.MARK	NUMBER	TFM	TYPE	CANAC	COMPANY USE
NDM	15	50	P	2,813	
NDM	2104	51	P	2,813	
NDM	2106	52	P	2,813	

REP.MARK	NUMBER	TYPE	CANAC	COMPANY USE
FCP	7267	S	2,500	
NDM	40666	S	2,100	
NDM	40773	S	2,100	
NDM	40795	S	2,100	
NDM	47220	S	2,731	
NDEM	47372	S	2,500	
NDM	47435	S	2,731	
NDM	47436	S	2,731	
NDM	47437	S	2,731	
NDM	47440	S	2,731	
NDM	47756	S	2,731	
NDM	47758	S	2,731	
NDM	47764	S	2,731	
NDM	47796	S	2,731	
NDM	120534	S	2,500	
NDM	120541	S	2,500	
NM	120553	S	2,500	
NDM	120554	S	2,500	
NM	120562	S	2,500	
NDM	120571	S	2,500	
NM	120586	S	2,500	
NDM	120678	S	2,500	
NDM	120685	S	2,500	
NDM	120705	S	2,500	
NDM	120729	S	2,500	
NM	120733	S	2,500	
NDM	120772	S	2,500	
NDM	120775	S	2,500	
NDM	120951	S	2,500	
NDM	195211	S	2,500	[REDACTED]

Rep. Mark.	Series	Rep. Mark	Series	Type Code	CANAC	COMPANY USE
FCP	7884	TFM	89000	T125	21,317	
NM	19901	TFM	89001	T125	20,175	
NDM	20238	TFM	89002	T125	20,175	
NDEM	51183	TFM	89003	T125	20,192	
NDEM	51429	TFM	89004	T125	20,192	
NDM	51706	TFM	89005	T125	20,721	
NDEM	51751	TFM	89006	T125	20,192	
NDM	51808	TFM	89007	T125	20,721	
NDEM	54259	TFM	89008	T125	27,623	
NDM	54274	TFM	89009	T125	26,714	
NDM	54280	TFM	89010	T125	26,714	
NDM	54281	TFM	89011	T125	26,714	
NDM	54284	TFM	89012	T125	26,714	
NDM	54289	TFM	89013	T125	26,714	
NM	54290	TFM	89014	T125	23,521	
NDM	54292	TFM	89015	T125	26,714	
NDM	54294	TFM	89016	T125	26,714	
NDM	54295	TFM	89017	T125	26,714	
NDM	54309	TFM	89018	T125	26,714	
NDM	54392	TFM	89019	T125	26,714	
NDM	54393	TFM	89020	T125	26,714	
NDM	54407	TFM	89021	T125	26,714	
NDM	54427	TFM	89022	T125	26,714	
NDM	54428	TFM	89023	T125	26,714	
NDM	54429	TFM	89024	T125	26,714	
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NDEM	98026	TFM	89027	T125	16,483	
NDM	98061	TFM	89028	T125	20,917	
NDM	98076	TFM	89029	T125	20,917	
NM	98086	TFM	89030	T125	12,254	
NDM	98101	TFM	89031	T125	20,917	
NDM	98103	TFM	89032	T125	20,917	
NDM	98148	TFM	89033	T125	20,917	
NDM	98171	TFM	89034	T125	20,917	
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NM	124362	TFM	89048	T125	21,317	
NM	124364	TFM	89049	T125	21,317	
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NDM	124376	TFM	89053	T125	21,425
NDEM	124377	TFM	89054	T125	21,317
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NDM	124382	TFM	89056	T125	21,425
NM	124397	TFM	89057	T125	21,317
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NDM	126050	TFM	89060	T125	32,369
NDM	126052	TFM	89061	T125	32,369
NM	126054	TFM	89062	T125	31,166
NDM	126062	TFM	89063	T125	32,369
NDM	126235	TFM	89064	T125	32,369
NDM	126359	TFM	89065	T125	32,369
CHP	1	TFM	8000	T125	2,500
FCP	7784	TFM	8001	T125	16,395
NDM	7936	TFM	8002	T125	2,500
NDM	7939	TFM	8003	T125	2,500
NDMW	10142	TFM	8004	T125	1,500
CHP	11013	TFM	8005	T125	2,500
NM	19368	TFM	8006	T125	2,100
NDMW	19380	TFM	8007	T125	2,200
NDM	20056	TFM	8008	T125	2,373
NDM	20648	TFM	8009	T125	2,373
NDM	20762	TFM	8010	T125	2,373
NDM	20807	TFM	8011	T125	2,373
NDM	20946	TFM	8012	T125	2,373
NDMW	45100	TFM	8013	T125	2,100
NDM	45714	TFM	8014	T125	2,233
NM	45771	TFM	8015	T125	2,200
NDM	45778	TFM	8016	T125	2,233
NDMW	45803	TFM	8017	T125	2,100
NDM	51237	TFM	8018	T125	17,913
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NDM	51403	TFM	8020	T125	17,913
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NDM	51707	TFM	8069	T125	17,913
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NDM	54212	TFM	8078	T125	21,062
NDM	54217	TFM	8079	T125	21,062
NDM	54220	TFM	8080	T125	21,062
NDM	54225	TFM	8081	T125	21,062
NDM	54226	TFM	8082	T125	21,062
NDM	54227	TFM	8083	T125	21,062
NDM	54231	TFM	8084	T125	21,062
NM	54243	TFM	8085	T125	27,185
NDM	54247	TFM	8086	T125	21,062
NDM	54250	TFM	8087	T125	21,062
NDM	54251	TFM	8088	T125	21,062
NDM	54253	TFM	8089	T125	21,062
NDM	54255	TFM	8090	T125	21,062
NDM	54262	TFM	8091	T125	21,062
NDM	54272	TFM	8092	T125	21,062
NDM	54273	TFM	8093	T125	21,062

NDM	54275	TFM	8094	T125	21,062
NDM	54278	TFM	8095	T125	21,062
NDM	54282	TFM	8096	T125	21,062
NM	54293	TFM	8097	T125	27,185
NDM	54300	TFM	8098	T125	21,062
NDM	54304	TFM	8099	T125	21,062
NM	54308	TFM	8100	T125	27,185
NDM	54314	TFM	8101	T125	21,062
NDM	54318	TFM	8102	T125	21,062
NDM	54321	TFM	8103	T125	21,062
NDM	54327	TFM	8104	T125	21,062
NDM	54332	TFM	8105	T125	21,062
NM	54343	TFM	8106	T125	27,185
NM	54346	TFM	8107	T125	27,185
NDM	54347	TFM	8108	T125	21,062
NDM	54351	TFM	8109	T125	21,062
NDM	54353	TFM	8110	T125	21,062
NDM	54358	TFM	8111	T125	21,062
NDM	54365	TFM	8112	T125	21,062
NDM	54372	TFM	8113	T125	21,062
NDM	54394	TFM	8114	T125	21,062
NM	54396	TFM	8115	T125	27,185
NDM	54398	TFM	8116	T125	21,062
NM	54400	TFM	8117	T125	27,185
NM	54402	TFM	8118	T125	27,185
NDM	54404	TFM	8119	T125	21,062
NDM	54405	TFM	8120	T125	21,062
NDM	54409	TFM	8121	T125	21,062
NDM	54411	TFM	8122	T125	21,062
NDM	98115	TFM	8123	T125	10,442
NDM	98218	TFM	8124	T125	10,442
FNM	98271	TFM	8125	T125	2,500
NM	126056	TFM	8126	T125	34,080
NDM	126071	TFM	8127	T125	32,071
NDM	126078	TFM	8128	T125	32,071
NDM	126079	TFM	8129	T125	32,071
NDM	126080	TFM	8130	T125	32,071